

# 2022 Audit of BBB AUTO LINE

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

 **National  
Programs**



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# National Programs

**BBB AUTO LINE®**

## TABLE OF CONTENTS

<b>INTRODUCTION AND METHODOLOGY</b> .....	<b>1</b>
<i>Background</i> .....	1
<i>Scope</i> .....	2
<i>Methodology</i> .....	2
<i>Summary of Findings</i> .....	3
<b>I. ANALYSIS OF WARRANTOR COMPLIANCE</b> .....	<b>5</b>
A. <i>FTC Rule 703</i> .....	5
1. <i>Duties of Participant Warrantors</i> .....	6
2. <i>FTC Rule 703.2(d): The Intersection of Federal and State Law</i> .....	7
3. <i>Binding Arbitration Separate from BBB AUTO LINE Arbitration</i> .....	9
4. <i>Notice</i> .....	9
B. <i>Obligations under Florida Provisions</i> .....	10
C. <i>Obligations under Ohio Provisions</i> .....	11
D. <i>Manufacturer Audit Results</i> .....	12
Introductory Observations and Summary of Findings.....	12
Manufacturer Submissions: Previously Audited Manufacturers.....	12
<b>Aston Martin</b> .....	13
Consumer Facing Materials.....	13
<b>Bentley</b> .....	15
Consumer Facing Materials.....	15
<b>BMW (with Mini Cooper)</b> .....	17
Consumer Facing Materials.....	17
<b>Ferrari</b> 19	
Consumer Facing Materials.....	19
<b>Ford Motor Co.</b> ....	21
Consumer Facing Materials.....	21
<b>General Motors Co.</b> ....	25
Consumer Facing Materials.....	25
<b>Hyundai Motor America (including Genesis)</b> .....	28
Consumer Facing Materials.....	28
<b>Jaguar Land Rover North America</b> .....	31
Consumer Facing Materials.....	31
<b>Kia Motors america inc.</b> ....	33
Consumer Facing Materials.....	33
<b>Koenigsegg</b> .....	36
Consumer Facing Materials.....	36
<b>Lamborghini</b> .....	37
Consumer Facing Materials.....	37
<b>Lotus</b> 38	
Consumer Facing Materials.....	38
<b>Lucid</b> 40	
Consumer Facing Materials.....	40
<b>Maserati</b> .....	42
Consumer Facing Materials.....	42
<b>Mazda North America</b> .....	44
Consumer Facing Materials.....	44
<b>Mercedes-Benz</b> .....	47

Consumer Facing Materials .....	47
<b>Nissan North America (with Infiniti)</b> .....	49
Consumer Facing Materials .....	49
<b>Pagani</b> .....	52
Consumer Facing Materials .....	52
<b>Rivian</b> 53	
Consumer Facing Materials .....	53
<b>Volkswagen Group of America, Inc. (with Audi)</b> .....	54
Consumer Facing Materials .....	54
<b>II. REVIEW OF BBB AUTO LINE OPERATIONS</b> .....	<b>58</b>
<i>Minimum Requirements of the Mechanism</i> .....	58
§703.3 Mechanism Organization Rule .....	58
§703.4 Qualifications of members (arbitrators) .....	59
§703.5 Operation of the Mechanism .....	63
Written Operating Procedures .....	63
Claim Process .....	63
Opening a Case .....	64
Eligibility Determination .....	64
Age and Mileage Restrictions .....	65
Tolling Issues .....	65
Reasonable Opportunity to Repair Issues .....	65
Mediation .....	66
Arbitration .....	67
Timing .....	71
§703.6 Recordkeeping .....	75
§703.8 Openness of records and proceedings .....	76
<b>III. ANALYSIS OF STATISTICAL COMPILATIONS</b> .....	<b>78</b>
Methodology .....	78
<b>NATIONAL SURVEY</b> .....	<b>80</b>
Analysis .....	80
General Information .....	80
Process Questions .....	81
Ineligible Cases .....	81
Withdrawn or Arbitrated Cases .....	82
Settlement .....	82
Relief Questions .....	84
Mediated Cases .....	84
Arbitrated Cases .....	85
Withdrawn Cases .....	85
Compliance Questions .....	86
Timing Questions .....	86
Documents .....	87
Satisfaction .....	88
Conclusion .....	89
<b>FLORIDA SURVEY</b> .....	<b>91</b>
Analysis .....	91
General Information .....	91
Process Questions .....	91

*Relief questions* ..... 92

*Withdrawn Cases*..... 93

*Compliance Questions* ..... 93

*Timing Questions* ..... 93

*Documents*..... 94

*Satisfaction* ..... 95

*Conclusion*..... 95

**OHIO SURVEY..... 97**

*Analysis*..... 97

*General Information*..... 97

*Process Questions* ..... 98

*Relief Questions*..... 98

*Withdrawn Cases*..... 99

*Compliance Questions* ..... 99

*Timing Questions* ..... 99

*Documents* ..... 101

*Satisfaction* ..... 102

*Conclusion*..... 102

**IV. AUDITOR RECOMMENDATIONS ..... 104**

**APPENDIXES PROVIDED IN SEPARATE PDF..... 105**

# INTRODUCTION AND METHODOLOGY

## BACKGROUND

BBB AUTO LINE, one of the numerous programs beneath the proverbial 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. It primarily deals with cases that are subject to the Magnuson-Moss Warranty Act,<sup>1</sup> often referred to as the federal Lemon Law, as well as those that are subject to the various state-specific Lemon Laws.

The Magnuson-Moss Warranty Act (“Magnuson-Moss”) was enacted by Congress in 1975 in response to merchants’ rampant 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 that they can show that the vehicle is under written or implied warranty, that they have given the manufacturer reasonable opportunity to fix the problem<sup>2</sup>, 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, which, among other things, formalized the requirements for warrantors and Mechanisms.

As a Mechanism, BBB AUTO LINE is subject to Federal Trade Commission (“FTC”) Rules 700-703, and so must be audited annually.<sup>3</sup> 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 disputes for each warrantor; a determination of the adequacy of the Mechanism’s complaint handling process; and an analysis of the accuracy of the Mechanism’s statistical compilations.<sup>4</sup> BBB AUTO LINE has requested that Mac Murray & Shuster, LLP (“Auditor”) utilize its regulatory background, skills, and knowledge to assess its compliance with FTC Rules 700-703, as well as state and federal laws.

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<sup>1</sup> 15 U.S.C. § 2301 et seq.

<sup>2</sup> 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 the vehicle to be out of service for thirty or more days cumulatively by reason of nonconformity repair(s).

<sup>3</sup> 16 C.F.R. § 703.7.

<sup>4</sup> 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.

## SCOPE

As more fully detailed in the FTC's Rules for Audits of Informal Dispute Settlement Mechanisms,<sup>5</sup> this Audit seeks to answer several key questions:

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

Auditor seeks to answer these questions to the best of our abilities, based upon the information provided to Auditor by BBB AUTO LINE, TechnoMetrica Market Intelligence ("TechnoMetrica"), the company to which BBB AUTO LINE outsourced its survey implementation, and the BBB AUTO LINE warrantors and manufacturers (referred herein as "Participant Warrantor" or "manufacturer"), as 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

To conduct the Audit, Auditor interviewed BBB AUTO LINE and TechnoMetrica staff, approved a template letter for BBB AUTO LINE to send to Participant Warrantors for collecting the data required to complete the Audit, as well as reviewed the survey script provided to TechnoMetrica. Auditor then reviewed the various documents and statistics provided by BBB AUTO LINE, the Participant Warrantors and TechnoMetrica. These files included the following:

- 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<sup>6</sup>;

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<sup>5</sup> 16 C.F.R. § 703.7.

<sup>6</sup> 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.

- BBB AUTO LINE's internal statistical compilations<sup>7</sup>;
- 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); and
- 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.

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 aforementioned 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.

## SUMMARY OF FINDINGS

Auditor found that 33 of 35 Participant Warrantors were taking sufficient measures to make consumers aware of their options for arbitration.

Auditor found that BBB AUTO LINE's indices were in substantial compliance with §703.6 record keeping requirements.

Auditor found BBB AUTO LINE's complaint handling process and the administration thereof to be substantially compliant. Further, BBB AUTO LINE's complaint intake process, initial mediation procedures, and arbitration program were substantially compliant 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 or not the Participant Warrantors have complied with the decision or resolution, were substantially accurate, with a caveat: the BBB AUTO LINE compliance follow-up letters inform consumers that, if a timely response is not returned, performance by Participant Warrantors would be assumed to be satisfactory and timely. Since most reports of timely compliance are based on unreturned performance verification letters, the assumption of compliance seems reasonable.

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<sup>7</sup> 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 staff of the Mechanism and Participant Warrantor has complied; resolved by staff of the Mechanism, time for compliance has occurred, and Participant Warrantor has not complied; resolved by staff of the Mechanism 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.



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 BBB AUTO LINE substantially complies with the regulations set forth in FTC Rules 700-703.

# I. ANALYSIS OF WARRANTOR COMPLIANCE

As stated previously, 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,<sup>8</sup> including Ohio and Florida, which require separate surveys and analyses. Our analysis of these Warrantors is primarily based upon a) Participant Warrantors disclosure obligations and b) how well each Participant Warrantors fulfills those obligations.

## A. 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.<sup>9</sup> Additionally, warrantors are required to disclose information about the compliant Mechanism on the face of the written warranty<sup>10</sup> both clearly and conspicuously, including but not limited to:

- 1) the availability of the Mechanism;
- 2) its name and address or a toll-free phone number;
- 3) 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
- 4) where the consumer can find more information on the Mechanism in the accompanying materials.<sup>11</sup>

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.<sup>12</sup> The warrantor must also take reasonable measures<sup>13</sup> 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 must not require it.<sup>14</sup>

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.<sup>15</sup> Similarly, should

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<sup>8</sup> 15 U.S.C. § 2301 et seq.

<sup>9</sup> 16 C.F.R. § 703.2(a).

<sup>10</sup> 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.

<sup>11</sup> 16 C.F.R. § 703.2 (b).

<sup>12</sup> 16 C.F.R. § 703.2 (c).

<sup>13</sup> "Reasonable measures" are primarily determined by Auditor, although some states may have additional requirements. 40 Fed. Reg. 60190, 60198-60199 (1975).

<sup>14</sup> 16 C.F.R. § 703.2 (d).

<sup>15</sup> 16 C.F.R. § 703.2 (e).

the Mechanism require information from the warrantor, the warrantor must accurately and promptly fulfil 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.<sup>16</sup> The warrantor must act in good faith in coming to this decision, and must abide by any reasonable requirements from the Mechanism.<sup>17</sup>

Auditor relied on these requirements to determine the level of compliance for Participant Warrantors.<sup>18</sup>

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## 1. DUTIES OF PARTICIPANT WARRANTORS

A substantial portion of the 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."<sup>19</sup> There is no singular correct way to take these steps; the Federal Register stated that specifying the language and method would put too much undue hardship on the warrantors, for whom there is no one size fits all approach. They suggested 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.<sup>20</sup>

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.<sup>21</sup>

As the prior Audit stated, recent survey results suggest that the examples listed in the 1975 Federal Register may be outdated. A significant portion of BBB AUTO LINE cases in 2022 came from consumers who discovered its existence not through a warranty manual but through an internet

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<sup>16</sup> 16 C.F.R. § 703.2 (f).

<sup>17</sup> 16 C.F.R. § 703.2 (g)-(h).

<sup>18</sup> Some warrantors (those who do not require prior resort and those that do not mention BBB AUTO LINE or any other U.S. arbitration program in their warranties) may technically be beyond the scope of this audit, pursuant to Section 2310(a)(2) and Rule 703.2. However, as these warrantors have been party to BBB AUTO LINE arbitrations or mediations in 2022, we thought it prudent to analyze them regardless.

<sup>19</sup> 16 C.F.R. § 703.2 (d).

<sup>20</sup> 40 Fed. Reg. 60190, 60198-99 (1975).

<sup>21</sup> Ohio Administrative 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, rather than their warranty manuals. It was just as likely that the consumer heard about BBB AUTO LINE through word of mouth as it was that they read about it in their warranty manual.<sup>22</sup> In short, the percentage of consumers who discovered BBB AUTO LINE through their warranty manuals has notably decreased, while most other methods have increased in turn.<sup>23</sup> Thus, it logically follows that these other methods of disclosure (outside of the warranty manual) are increasingly more important. With that in mind, the prior Audit advised 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. Auditor concurs with this suggestion and adds that warrantors and dealerships should also consider an increased focus on providing information on the Mechanism in places outside of the warranty.

Some of the notification methods Auditor came across during the course of this Audit include: signs inside of dealerships,<sup>24</sup> 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 golden standard would, of course, be the implementation of *all* these methods; however, none of the Participant Warrantors addressed within this Audit reached that standard. 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.

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## 2. FTC RULE 703.2(d): THE INTERSECTION OF FEDERAL AND STATE LAW

Under 703.2(d), warrantors are permitted 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."

Auditor also notes the complexities that manufacturers and dealers face, because of the interplay of federal and state requirements, in advising consumers how they might proceed if they cannot resolve an issue at the dealership level.

Lemon Laws generally set standards, either as the predicate for bringing a case or as a basis for a presumption once a case is brought, defining what constitutes a reasonable opportunity for a warrantor to cure a defect. Such standards are generally satisfied by a specified number of repair attempts or a specified number of days out of service. In either event, many of these laws provide, as a final step, for notice to the manufacturer and an opportunity for the manufacturer to make a final repair attempt ("FRA"). Auditor focuses on the FRA for the purposes

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<sup>22</sup> See Appendix A.

<sup>23</sup> See Appendix A.

<sup>24</sup> In 2021, BBB AUTO LINE provided a template for warrantors. See Appendix A.

of this Audit, because states take varying approaches that rarely, if ever, coincide exactly with the FTC's approach. Auditor here uses as examples Florida's, Ohio's, and California's Lemon Laws:

- Rule 703.2(d) permits manufacturers to “encourage consumers to seek redress directly from the warrantor.” Indeed, while BBB AUTO LINE does not rely on this provision, Rule 703(e)(5) allows the program to extend the 40-day time limit to complete a case for seven additional days “in those cases where the consumer has made no attempt to seek redress directly from the warrantor.”
- But Rule 703.2(d) forbids, for purposes of Magnuson-Moss Act relief, “expressly require[ing] consumers to seek redress directly from the warrantor.”
- However, many states, among them Florida, require notice to manufacturers and a (time-limited) final repair opportunity.
- California, also taking an approach followed by many other states, allows a presumption that the manufacturer has had reasonable opportunity to correct a defect if specified standards are met, including a final repair opportunity for the manufacturer, but allows the case to go forward if the presumption standard is not met.
- While most states require or encourage recourse to the manufacturer before consumers bring a case, Ohio takes a different approach; it expands on the prohibition in Rule 703.2(d) and requires clear and conspicuous disclosure that the manufacturer's process is optional and can be terminated at any time.

It is certainly possible to capture the nuanced interactions of these provisions in state-specific texts. On the other hand, it seems doubtful that dealership personnel could clearly provide, or that typical consumers would understand, an oral explanation that captures all the nuances of federal and state law. In a state where a final repair opportunity is mandated for Lemon Law purposes, the most salient disclosure for consumers who are still in the Lemon Law period is that they do need to provide manufacturers with the opportunity (and that may entail specific procedures such as sending notice by certified mail). A full disclosure, though, would also mean telling consumers that they need not give a final repair opportunity to pursue Magnuson-Moss relief or to seek warranty remedies without benefit of the Lemon Law.

In any event, the FTC rule presumably does not preclude a manufacturer from accurately describing final repair attempt provisions under state law.

Auditor notes outside Florida and California, the 40-day clock does not begin to run until the consumer returns a signed consumer complaint form.<sup>25</sup> In those circumstances, BBB AUTO LINE does tell the manufacturer that the initial complaint has been filed, and further tells the manufacturer that it “may contact the consumer directly.” Further, the letter sent to consumers at that point tells them that the manufacturer has been notified and may contact them and asks the consumer to tell BBB AUTO LINE if it reaches a settlement outside the program. This is somewhat

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<sup>25</sup> In Florida and California, the 40-day period begins upon the consumer's initial contact with BBB AUTO LINE.

different than the contract language above. First, it requires the manufacturer to take the affirmative step of reaching out to the consumer. Second, having submitted an initial filing to BBB AUTO LINE, consumers will likely have received detailed information about BBB AUTO LINE before the manufacturer's outreach.

Also, BBB AUTO LINE staff may tell consumers about Lemon Law provisions that require the consumer, in order to file or benefit from a presumption, to provide manufacturers or their agents with specified opportunities to address a problem. And, in some cases, consumers may have to withdraw their complaints if the warrantor needs (or chooses) to provide such opportunities.

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### 3. BINDING ARBITRATION SEPARATE FROM BBB AUTO LINE ARBITRATION

As noted in prior audits, Hyundai's manuals since 2020 have provided, for California consumers only, a binding arbitration program independent of BBB AUTO LINE. The texts continue to mention BBB AUTO LINE, and, indeed, to require prior resort to BBB AUTO LINE if consumers seek relief under the Magnuson-Moss Act. Hyundai also tells California consumers – with an explicit exemption now added for BBB AUTO LINE and with an explicit reference to the Federal Arbitration Act – that, if they accept warranty services and have not opted out within thirty days of buying or leasing a car, they have agreed to use a separate binding arbitration program; that program, for which consumers are charged a \$200 filing fee, is administered by and through the American Arbitration Association (AAA) under its Consumer Arbitration Rules.

In discussions of Hyundai's provision, the prior Auditor pointed to the FTC's interpretation of Rule 703.5(j), which provides that "[d]ecisions of the Mechanism shall not be legally binding on any person." Discussing this provision, the Commission declared in 1975 that:

... there is nothing in the Rule which precludes the use of any other remedies by the parties following a Mechanism decision. The warrantor, the Mechanism, or any other group can offer a binding arbitration option to consumers who are dissatisfied with Mechanism decisions or warrantor intentions. However, reference within the written warranty to any binding, non-judicial remedy is prohibited by the Rule and the Act.

The Commission affirmed this reading in 1999 and 2015, although the 2015 notice also observed that, based on the interplay of the Magnuson-Moss Act and the Federal Arbitration Act (on which Hyundai expressly relies), the Commission's interpretation had received mixed reviews in courts.

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### 4. NOTICE

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 get much of the required information by indirect means, such as signs inside the dealership or an internet search.

The notice requirement under Rule 703.2(e) applies “[w]henver a dispute is submitted to the warrantor” and the warrantor advises the consumer of its decision. It is not limited to denials of requests for repurchase or replacements. It also applies to denials of requests for other relief, like repairs or reimbursement. And it applies to “decisions” other than denials – for example, if a consumer requests a repurchase and the manufacturer offers instead a repair or a “good will” cash payment.

## B. OBLIGATIONS UNDER FLORIDA PROVISIONS

As a preliminary note: Florida's Lemon Law was administered by the Department of Agriculture and Consumer Services until 2011, when administration was transferred to the Department of Legal Affairs in the Office of the Attorney General, and the former agency repealed its regulations. Although the Department of Legal Affairs has not issued replacement regulations, BBB AUTO LINE continues to file (though now with the Department of Legal Affairs) the report that would have been required by those regulations. Further, BBB AUTO LINE treats the (repealed) regulations as operative.

As set forth by the Florida Attorney General, the following manufacturers were certified to participate in BBB AUTO LINE in Florida during 2022:

1. Bentley Motors, Inc.
2. Ford Motor Company
3. General Motors LLC
4. Hyundai Motor America
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 in many ways builds on Federal law and regulations. However, the Florida Lemon Law, like other states' Lemon Laws, contains important provisions that do not appear in Federal law. Like other states, for example, Florida specifies the number of repair attempts, and the time a vehicle can be out of service, before a claim can be filed or the consumer can benefit from the presumption that the manufacturer has had a reasonable opportunity to cure any problems. While Federal law allows manufacturers to require prior resort to independent dispute resolution mechanisms like BBB AUTO LINE (and leaves manufacturers the option of participating without requiring prior resort), Florida law explicitly requires resort to BBB AUTO LINE, if it is certified as a complying mechanism, before consumers can turn to the next stage in the Florida Lemon Law process: a state-run arbitration administered by Florida's New Motor Vehicle Arbitration Board.

Also, Florida requires that manufacturers inform consumers, clearly and conspicuously in writing at the “time of acquisition,” of how to file a complaint with BBB AUTO LINE, along with a written statement of the consumer's rights under the Lemon Law. This provision is met by distributing a pamphlet prepared by the Attorney General's office.

The former Florida regulations also require certain disclosures by certified dispute resolution mechanisms like BBB AUTO LINE at the end of their arbitrations. BBB AUTO LINE's standard language

for Florida cases thus tells consumers that they can reject a BBB AUTO LINE arbitration decision and pursue further arbitration with the state board.

Additionally, the former Florida regulations require that consumers be told in writing that they can proceed directly to the state's arbitration program if a certified program like BBB AUTO LINE fails to render a decision within 40 days. This information appears in the booklet prepared by the Attorney General's office and in the state-specific Lemon Law summary packet sent by BBB AUTO LINE to Florida consumers.

### C. OBLIGATIONS UNDER OHIO PROVISIONS

The following manufacturers were certified to use BBB AUTO LINE in Ohio in 2022, according to the Ohio Attorney General's Office:

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

The applicable Federal Magnuson-Moss provisions in many respects create a framework on which state regulation builds. Ohio also includes additional substantive provisions and imposes additional disclosure obligations, both minor and more substantial.

Ohio requires a written disclosure to vehicle buyers about Lemon Law rights generally, to be made in the prescribed form and on a "separate sheet of paper." Ohio also requires that decisions of a "board" like BBB AUTO LINE must bind the warrantor.

As to prior resort, while federal law allows manufacturers to insist on prior resort if they have a qualifying arbitration program, Ohio requires manufacturers to obtain state certification to do so – consumers must use BBB AUTO LINE before pursuing remedies if (and only if) the manufacturer is certified, and the consumer gets prior notice.

Ohio also requires that some of the information covered by the Federal disclosure rule be disclosed, not only on the face of the written warranty, but also "on a sign posted in a conspicuous place within that area of the warrantor's agent's place of business to which consumers are directed by the warrantor." The signage and warranty document should include information about BBB AUTO LINE's availability, contact information, and a statement about where further information can be found.

Additionally, where FTC Rule 703.2(d) prohibits manufacturers from expressly requiring consumers to use their internal processes before they start the BBB AUTO LINE process, Ohio goes further and requires warrantors to 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." It also requires clear and conspicuous disclosure "[t]hat, 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."

## D. MANUFACTURER AUDIT RESULTS

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### INTRODUCTORY OBSERVATIONS AND SUMMARY OF FINDINGS

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

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### MANUFACTURER SUBMISSIONS: PREVIOUSLY AUDITED MANUFACTURERS

Auditor reviewed all manufacturer submissions, which consisted of consumer facing materials such as warranty and owner's manuals (the bulk of most submissions), as well as manufacturer's internal materials, including training manuals. What follows is a summary of the review of those materials broken out for each individual manufacturer. Most of the manufacturers that were found in substantial compliance in the 2021 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, without revision, the language used in the 2021 Audit, unless the language within the manual had been changed since the 2021 version.

**ASTON MARTIN**

Aston Martin participates only in California and submitted their 2021 Owner's Handbook which they confirmed are identical to their 2022 materials. 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 a binding arbitration provision. The reference appears just before the text telling consumers that BBB AUTO LINE is available in California. Aston Martin tells consumers generally that, if they are not satisfied with the firm's efforts, they can pursue one of two possible routes. The first is to seek arbitration. The second is that "[i]f your dispute is in the state of California, contact the Better Business Bureau." Aston Martin's binding arbitration provision (unlike Hyundai's binding arbitration provision) thus may apply everywhere *but* California. Also (again unlike Hyundai's provision), Aston Martin's provision does not specify an organization under whose auspices the arbitration will be conducted; rather, it only identifies the rules that will apply in arbitration.

## 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."	Aston Martin reported that the warranty booklet is the only information provided to consumers about BBB AUTO LINE.  However, consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(4) Rule 703.2(d) – prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE. <sup>26</sup>	The manual says 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.)

<sup>26</sup> 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."

<p>(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."</p>	<p>The rule by its terms is not limited to consumers whose request for a repurchase is denied.<sup>27</sup></p>
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<sup>27</sup> 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 only in Florida. Bentley provided its Contact Center BBB AUTO LINE Training materials, Consumer Guide to Florida Lemon Law, Customer letter, 11/2021 Flying Spur Owner's Handbook, 2022 Continental GT Owner's Handbook, 11/2021 Bentayga Owner's Handbook and Vehicle Buyback Disclosure. Review of the 422-page 2022 Continental GT Owner's Handbook is referenced below.

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

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(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 355 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 365.
(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 may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(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.

<b>Additional Florida Disclosure</b>	
<p>(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.</p>	<p>Bentley provided the Consumer Guide to Florida Lemon Law published by the office of the Florida Attorney General.</p> <p>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.</p>

**BMW (WITH MINI COOPER)**

BMW (with Mini Cooper) participates in eleven states: Arkansas, California, Georgia, Kentucky, Iowa, Idaho, Massachusetts, Maryland, Minnesota, Pennsylvania, and Virginia.

BMW provided copies of the 2022 BMW i, BMW 2, 3, 4, Z4, 5, 7, and 8 warranty manuals and the 2022 and 2023 manuals for several different Mini Cooper models. The discussions in the various manuals all appear to be substantially similar. Page references below are to the BMW 3 & 5 manual.

BMW, with Mini Cooper, are in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law.

CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) to define “the face of the warranty.”)	The manual provides the required information and identifies the states where BBB AUTO LINE is available. However, the information appears <i>after</i> the warranty text and not on the face of the warranty; the warranty starts on page 2 and BBB AUTO LINE is not mentioned until page 37.  In describing the availability of the program, BMW does tell consumers that “there are some minimum requirements for participation in the program,” and that BBB AUTO LINE can provide more details.
(2) Rule §703.2(c) Required mechanism disclosures.	The manual 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.”	The discussion of BBB AUTO LINE appears under a prominent headline naming BBB AUTO LINE, but it does not appear until page 37, which makes it less prominent. The program’s name also appears, in bold-faced text, in the table of contents, but the prominence of this disclosure is diminished because BBB AUTO LINE’s name is not printed in all caps.  Consumers may be drawn by the “BBB” name to the BBB National Programs website, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer’s review processes before filing with BBB AUTO LINE.	After describing procedures to contact the manufacturer and telling consumers that they “may want” to make such contact, BMW tells consumer that BBB AUTO LINE is available “if your concern is still not resolved to your satisfaction.”

ANALYSIS OF WARRANTOR COMPLIANCE: BMW (WITH MINI COOPER)

<p>(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.”</p>	<p>BMW is in compliance.</p>
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**FERRARI**

Ferrari participates in Florida and California; however, is not certified in Florida and not subject to the Florida audit.

Ferrari provided the Warranty and Service books for the Daytona SP3, F3 Tributo, SF90 Spider, SF90 Stradale, 296 GBT, 812 Competizione, 812 GTS, Roma, PortofinoM, 296GTS, 812GTS owner's manuals and warranty and service books.

Ferrari is in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law. The Warranty and Service manual for the Daytona SP3 is referenced for Audit review unless otherwise indicated.

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	<p>Introductory text in the Warranty and Service Book (Ferrari provided ten model-specific variants) includes the required information.</p> <p>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]."</p> <p>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.</p>
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	<p>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.</p> <p>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.</p>
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	<p>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 box and is in all-red type.</p> <p>Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and</p>



	both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	The California-specific discussion provides, "If you have a problem arising under a Ferrari written warranty, we <i>encourage</i> you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE." (Emphasis added.)
(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."	Not provided.

**FORD MOTOR CO.**

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 2023 Model Year Ford Warranty Guide and 2023 Ford F-150 Owner's Manual. Unless otherwise stated, references here are to its 2023 Model Year Ford Warranty Guide. Auditor has confirmed that 2022 and 2023 warranty materials have no changes.

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

CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
<p>(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")</p>	<p>Ford provides the required information. There is an initial reference to the BBB AUTO LINE on page 2 of the 2023 warranty manual under "Important information you should know" in an introduction that precedes the section (starting on page 5) that is headed "limited warranty." The discussion on page 2 references a more detailed discussion of the BBB AUTO LINE on page 55.</p> <p>In addition to discussions of BBB AUTO LINE in warranty manuals, the program is also discussed in Ford's Owners' Manual; it appears, for example, on pages 681-682 of the 2023 Ford F1-150 Owner's Manual. Discussion in the Owner's Manual does not mention prior resort.</p> <p>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 682).</p>
<p>(2) Rule §703.2(c) Required disclosures regarding the mechanism.</p>	<p>Ford addresses the subjects required by the rule.</p>
<p>(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."</p>	<p>Consumers are told that the program exists on page 2 of the warranty manual 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 manual on page 55 is highlighted on the second page of the table of contents by a reference to "BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM." There is also reference to the BBB AUTO LINE Program in the Table of Contents.</p> <p>The BBB AUTO LINE is also mentioned on page 7 under "The New Vehicle Limited Warranty for your 2023 model vehicle" informing</p>

	<p>the customer that Ford participates in the program and referring the customer to page 55 for more information.</p> <p>There is a discussion of the BBB AUTO LINE in the 2023 Owner's Manual on pages 681-682; however, there is no reference to the program in the Table of Contents.</p> <p>As to other disclosures at either the dealership level or upon the consumer's initial contact with its corporate service center, Ford did not provide documentation but referred to its submission of documentation provided for prior audits upon which Ford still relies. The following was included in the 2021 Audit:</p> <p>"A document titled "Lemon Law Consumer Rights Notifications" directed to all Ford and Lincoln dealers, advising dealers to maintain an inventory of BBB AUTO LINE dealer cards in the service department and that distribution to consumers who experience a warranty dispute is "required." The cards tell consumers about the availability of BBB AUTO LINE and provide contact information; they are available to dealers without charge.</p> <p>The notice also points out that many state Lemon Laws require distribution of Lemon Law rights notices at vehicle delivery. On a state-by-state basis, state-mandated notices would be an additional source of information, to which consumers might turn later, alerting them generally to the availability of BBB AUTO LINE. Materials discussed in the "Florida disclosures" and "Ohio disclosures" sections below would also be relevant to compliance with Rule 703.2(d) in those states.</p> <p>Ford also provided a knowledge base article used by staff in its consumer response center, although it seems to require the consumer to mention BBB AUTO LINE first to trigger a response.</p> <p>Also, Ford has information about BBB AUTO LINE in a data base, but it seems to convey that information to consumers only if the consumers ask about BBB AUTO LINE."</p>
<p>(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.</p>	<p>Ford's text states that BBB AUTO LINE may be available if internal procedures have not been resolved.</p>
<p>(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</p>	<p>Ford did not provide documentation but referred to its submission of documentation provided for prior Audits that Ford still relies on. The following was included in the 2021 Audit:</p> <p>"Ford provides written notice of its internal decisions, along with information about BBB AUTO LINE, to consumers in California. That notice provides all the relevant information, although it</p>

<p>information required in §703.2(b) and (c) of this section."</p>	<p>perhaps confusingly blends issues under state law (which are beyond the scope of this audit) and those under Federal law.</p> <p>Ford has advised that the results of its internal reviews are conveyed to consumers orally, and, during those conversations, consumers are also told about BBB AUTO LINE and referred to their owner's and warranty manuals for more information if they are "not happy" with the decision. According to Ford, some consumers will not get notice under this standard even if a repurchase request is denied, perhaps because they expected the result, perhaps because they are satisfied with an alternative remedy, such as repair assistance. This is based on Ford's representations in this audit; the standard for "not happy" does not appear in a written text."</p>
<p><b>Additional Florida Disclosure</b></p>	
<p>(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.</p>	<p>Ford advises that it distributes the consumer's guide prepared by the Florida Attorney General's office.</p> <p>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.</p>
<p><b>Additional Ohio Disclosures</b></p>	
<p>(O1) Code § 345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>Ford did not provide documentation but referred to its submission of documentation provided for prior audits upon which Ford still relies.</p> <p>The following was included in the 2021 audit:          "Ford provided a document, headed "LEMON LAW RIGHTS, NOTICE TO OHIO CONSUMERS," that contains the required information."</p>
<p>(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the "face of the written warranty" and on a sign.</p>	<p>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.</p> <p>Ford advised that all Ford and Lincoln dealerships have access to materials from Ford and that they can reference BBB AUTO LINE materials. Ford relies on previously submitted <i>Lemon Law Consumer Rights Ford and Lincoln Dealers</i> – BBB AUTO LINE dealer cards.</p>
<p>(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</p>	<p>Ford did not provide documentation but referred to its submission of documentation provided for prior audits that Ford still relies on. The following was included in the 2021 Audit:</p>

ANALYSIS OF WARRANTOR COMPLIANCE: FORD MOTOR CO.

<p>"at the time of the initial face-to-face contact."</p>	<p>"The information is disclosed in the Lemon Law Rights document. Ford's letter is provided to consumers at the vehicle delivery. Assuming the purpose of the disclosure is to tell a consumer who bought a car how to proceed if problems develop (and not to influence the initial decision to buy the car), it appears that a disclosure at the time of delivery would largely satisfy the regulatory purpose."</p>
<p>(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated.</p>	<p>Ford did not provide documentation but referred to its submission of documentation provided for prior Audits upon which Ford still relies. The following was included in the 2021 Audit:</p> <p>"The information is disclosed in the Lemon Law Rights document. Ford's letter is provided to consumers at the vehicle delivery. Assuming the purpose of the disclosure is to tell a consumer who bought a car how to proceed if problems develop (and not to influence the initial decision to buy the car), it appears that a disclosure at the time of delivery would largely satisfy the regulatory purpose."</p>
<p>(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.</p>	<p>Ford did not provide documentation but referred to its submission of documentation it provided for prior audits that Ford still relies on. The following was included in the 2021 Audit:</p> <p>"The lemon law document provides the required notice."</p>

**GENERAL MOTORS CO.**

General Motors Company participates in all states and is certified in Florida and Ohio. Its four core automobile brands are Chevrolet, Buick, GMC, and Cadillac. General Motors provided a 2022 Trailblazer Owner's Manual and 2022 Chevrolet Limited Warranty and Owner Assistance Information. References in the discussion below are regarding both manuals.

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	
<p>(1) Rule §703.2(b) (and Rule §703.1(h) to define "the face of the warranty.")</p>	<p>"Alternative dispute resolution" 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 and explains <b>owner assistance information and GM's participation in the Alternate Dispute Resolution Program.</b> (bolded)</p> <p>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.</p> <p>The text, however, references a later discussion which discloses most of the requirements to be disclosed on the face of the warranty.</p>
<p>(2) Rule §703.2(c) Required disclosures regarding the mechanism.</p>	<p>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.</p> <p>It makes it explicit that participation in BBB AUTO LINE is limited by age, mileage, and other factors.</p>
<p>(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."</p>	<p>The above-cited notice on page 1 prominently references alternative dispute resolution, although not BBB AUTO LINE by name.</p> <p>Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based</p>

	disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(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" 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.	<p>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. GM has revised some internal documents to clarify to case handlers the need to disclose the availability of BBB AUTO LINE whenever a request for a repurchase or replacement is denied.</p> <p>Rather than directly provide more detailed information required by Rule 703.2(e), however, the text provides the information indirectly by directing the consumer to the owner's and warranty manual.</p>
<b>Additional Florida Disclosure</b>	
(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 that it distributes the Consumer Guide to the Florida Lemon Law. It provided a "Florida Lemon Law Point-of-Sale Instructions" document that highlights the need for dealership personnel to distribute the document, to review with each new vehicle purchase, and to get a signed acknowledgement from each consumer. The letter also asks each dealership to assign one person the responsibility for maintaining an adequate supply of the booklets and the delivery forms in the dealership.
<b>Additional Ohio Disclosures</b>	
(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.	<p>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.</p> <p>Dealers are also instructed to post this information as a sign.</p>

<p>(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."</p>	<p>The sign noted in item (O2) satisfies this requirement.</p>
<p>(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."</p>	<p>In Ohio, the concern is mitigated by the signage disclosure noted in item (O2).</p>
<p>(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.</p>	<p>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.</p>



**HYUNDAI MOTOR AMERICA (INCLUDING GENESIS)**

Hyundai and Genesis participate in all states and are certified in Florida and Ohio for the 2022 Audit year. Hyundai provided its 2022 and 2023 Hyundai Owner's Handbook & Warranty Information and 2023 Owner's Information booklet, as well as the 2023 Genesis Owner's Handbook & Warranty Information and 2023 Genesis Owner's Information booklet. The page numbers cited below refer to the Hyundai booklets, 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 2022 Owner's Handbook and Warranty Information inform 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 6 and page 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

<b>Federal Disclosure Provisions</b>	
(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). The former discussion references the latter and provides the required information. The placement satisfies the "face of the warranty" requirement.  Hyundai notes in the handbook on page 9 that time, mileage, and other limitations may affect the availability of BBB AUTO LINE.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Hyundai makes the required disclosures.
(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. Further, the disclosures in the warranty book are reinforced by further disclosures in the supplementary booklet; the supplement includes a general introduction and state-specific breakdowns, most, if not all, of which mention BBB AUTO LINE.

ANALYSIS OF WARRANTOR COMPLIANCE: HYUNDAI MOTOR AMERICA (INCLUDING GENESIS)

<p>time consumers experience warranty disputes.”</p>	<p>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.</p> <p>Consumers may be drawn by the Better Business Bureau (“BBB”) name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
<p>(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.<sup>28</sup></p>	<p>Before describing BBB AUTO LINE in the warranty manual, Hyundai recommends that consumers follow a series of internal steps but does not require it.</p>
<p>(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.”</p>	<p>Hyundai provides this information on page 8, informing the consumer of the BBB AUTO LINE alternative dispute resolution program.</p>
<p><b>Additional Florida Disclosure</b></p>	
<p>(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.</p>	<p>Hyundai advises that it provides the Florida Consumer's Guide to its dealers.</p>
<p><b>Additional Ohio Disclosures</b></p>	
<p>(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>Hyundai provides the Lemon Law disclosure in the pages of its warranty supplement devoted to Ohio, but not on a separate sheet of paper.</p>

<sup>28</sup> 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.”

ANALYSIS OF WARRANTOR COMPLIANCE: HYUNDAI MOTOR AMERICA (INCLUDING GENESIS)

<p>(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the "face of the written warranty" and on a sign.</p>	<p>Hyundai discloses the required information on the face of its warranty. Information regarding a sign was not provided.</p>
<p>(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."</p>	<p>Hyundai discloses the required information of the face of its warranty.</p>
<p>(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."</p>	<p>Information disclosed in the warranty manual clearly identifies and explains the BBB AUTO LINE program regarding warranty disputes.</p>
<p>(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.</p>	<p>Information Hyundai has provided does not note that the manufacturer's internal review process can be terminated at any time by either the consumer or the warrantor.</p>

**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 Jaguar F-Type Owner's Handbook (Reference Copy 23/08/22) and the Land Rover Discovery Sport Owner's Handbook (Reference Copy 23/08/22). Each includes a detailed description of BBB AUTO LINE, generally, followed by state-specific information. References in the chart below are to the 2022 model year Jaguar manual, which appears comparable to the two Land Rover manuals.

Jaguar imposes only limited prior resort requirements. It appears to require prior resort for Magnuson-Moss claims only for California consumers. Indeed, consistent with non-certified status in Florida and Ohio, Jaguar tells consumers in those states that there is no prior resort requirement for Jaguar claims under the states' Lemon Laws. BBB AUTO LINE is cited 85 times in the 491-page manual.

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

CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
(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 383, and that brief mention points to a more extended discussion that begins on page 417. Prior resort for Magnuson-Moss claims in California is mentioned on page 422.
(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 417-453).
(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) above.  As to other disclosures at either the dealership level or upon the consumer's initial contact with Jaguar's service center, Jaguar provided no materials and did not confirm that any past submissions were current.  Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE)

ANALYSIS OF WARRANTOR COMPLIANCE: JAGUAR LAND ROVER NORTH AMERICA

	would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Jaguar 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."	Jaguar advised in the prior Audit that it tries to resolve the complaint and "[if] resolution cannot be reached, JLRNA specialist will advise customers that can contact the BBB AUTO LINE regarding their concerns."

**KIA MOTORS AMERICA INC.**

Kia participates in all states and is certified in Florida and Ohio. References to the warranty manual are to the 2022 Warranty and Consumer Information Manual (115 pages) 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

<b>Federal Disclosure Provisions</b>	
<p>(1) Rule §703.2(b) (and Rule §703.1(h) To define “the face of the warranty.”)</p>	<p>Kia makes the required disclosures, but neither with the required placement. BBB AUTO LINE is not mentioned until page 42 of the warranty manual and is not on the “face of the warranty.”</p> <p>Kia tells consumers that participation in BBB AUTO LINE is limited by age, mileage, and “other contributing factors.”</p>
<p>(2) Rule §703.2(c) Required disclosures regarding the mechanism.</p>	<p>Kia addresses the subjects required except for the types of information that consumers will need to provide to BBB AUTO LINE.</p>
<p>(3) Rule §703.2(d) “Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes.”</p>	<p>Kia's warranty booklet uses “Kia Owner Satisfaction and Assistance” in its title. But BBB AUTO LINE is not mentioned until page 42, with a more extended discussion on pages 42-44. There is no reference to BBB AUTO LINE, or alternative dispute resolution, or Kia Owner Satisfaction and Assistance in the table of contents. On the other hand, state-specific Lemon Law information and notices are included on pages 45-109 which typically mention (often multiple times and highlighted with capital letters) BBB AUTO LINE. With over 256 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.</p> <p>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.</p> <p>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.</p>

	<p>Kia gives the same notice about BBB AUTO LINE if a consumer who requests a repurchase or replacement is offered a goodwill payment.</p> <p>Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p> <p>Kia appears to be taking reasonable steps to advise consumers about BBB AUTO LINE.</p>
<p>(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.</p>	<p>Kia indicates that BBB AUTO LINE may be available if previously described internal procedures have not resolved an issue.</p>
<p>(5) Rule §703.2© 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."</p>	<p>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.</p> <p>These letters do not contain all the disclosures required by BBB AUTO LINE. And, while they direct consumers to BBB AUTO LINE, consumers who contact BBB AUTO LINE may not get a clear disclosure about prior resort requirements, which is part of the required information.</p>
<p><b>Additional Florida Disclosure</b></p>	
<p>(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.</p>	<p>Kia advised in the 2021 Audit that the books are ordered by Kia America, Inc. (KUS) and added to vehicles that are being shipped and allocated to Florida dealers.</p> <p>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.</p>
<p><b>Additional Ohio Disclosures</b></p>	
<p>(O1) Code 1345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>Kia provides the required information in the Ohio-specific text in its Warranty and Consumer Information Manual as well as on signs that it distributes to its</p>

	dealerships with instructions for posting. While these disclosures, taken together, are substantial steps towards telling the consumer about the Lemon Law, the statute specifically requires disclosure on a separate sheet of paper.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures in the warranty manual <i>and</i> on a sign.	<p>Kia is compliant in terms of the required disclosures in the Warranty and Consumer Information Manual.</p> <p>Kia did not provide information regarding a sign for the 2022 audit, but the 2021 Audit states that the information "is also disclosed on a sign that Kia has acted to distribute to dealer principles, general managers, and service managers, advising that they must post the material prominently in a service area."</p>
(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 did not provide information regarding compliance with this rule for the 2022 audit, but the 2021 Audit states, "Kia provided a document indicating the Ohio dealers were provided a sign for posting, and instructed to post it in a conspicuous place to which consumers are directed."
(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 the sign noted in (O3) and the warranty manual which includes general and Ohio-specific information regarding BBB AUTO LINE.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE <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.	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. Similar language does not appear in the Ohio-specific portions of the manual, but it does appear in the letter sent to consumers when they start the manufacturer-level review process. 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 provided the Regera Owner’s Manual and Dealer Warranty Manual<sup>29</sup> and is in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law.

CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
(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; the information about BBB AUTO LINE is written 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.”	<p>Apart from the warranty booklet, Koenigsegg submitted no materials or responses showing efforts to tell consumers about BBB AUTO LINE.</p> <p>Consumers may be drawn by the Better Business Bureau (“BBB”) name to the BBB’s or to BBB National Programs’ web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
(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.”	Regera provides the required disclosures in D.10. BBB AUTO LINE Dispute Resolution Services in its Owner’s Manual.

<sup>29</sup> This manual does not include page numbers.

**LAMBORGHINI**

Lamborghini participates in all states but is not certified in Florida or Ohio. It provided a 2021 warranty manual and confirmed it was the same in 2022 with no changes.

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

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) To define “the face of the warranty.”)	Lamborghini makes the required disclosures age, mileage, and other limits on the availability and scope of the program.
(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.  Consumers may be drawn by the Better Business Bureau (“BBB”) name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(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 2021 warranty manual, letter to dealers regarding BBB AUTO LINE, supplement to Owner's Manual regarding alternative dispute resolution and the BBB AUTO LINE distributed to consumers, 2021 Lemon Law Booklet, and new vehicle Warranty booklet. Lotus confirmed their 2021 materials were still in use in 2022 with no changes.

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

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(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. Lotus discloses age, mileage, and other limits on the availability and scope of the program.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Lotus addresses the types of information required by the rule in the 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."	<p>The supplement seems sufficiently prominent to catch consumers' attention.</p> <p>Lotus also provided a notice to dealers reminding them that they must tell consumers about BBB AUTO LINE if there is a Lemon Law or warranty-related dispute.</p> <p>Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
(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	Lotus is in compliance.

directly to the warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	
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**LUCID**

Lucid participates in all states and provided its New Vehicle Limited Warranty for US and Canada, effective Sept. 16, 2021.

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

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Lucid provides the required disclosures; however, it does not mention the BBB AUTO LINE dispute resolution program until page 12 of the 13-page manual after the limited warranty information.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Lucid provides the required discloses regarding the BBB AUTO LINE informal dispute resolution program and BBB AUTO LINE contact information on pages 12-13.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	<p>The disclosures described in the previous sections are reasonably prominent as BBB AUTO LINE dispute resolution information runs for two pages with prominent bold-faced letters providing the BBB AUTO LINE's contact information.</p> <p>Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Lucid 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."	Lucid is in compliance.



**MASERATI**

Maserati participates in Arkansas, California, Florida, Kentucky, Idaho, and Minnesota, and requires prior resort in those states for Magnuson-Moss claims. It is not certified in Florida. Maserati provided the 2022 Owner's Manual for the Grecale and the 2022 Warranty Card for the Garantia.

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

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(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 first 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 three pages of warranty text prominently discuss BBB AUTO LINE.  Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(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	The text does not directly provide all the information required by Rule 703.2€. 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.

include the information required in §703.2(b) and (c) of this section."	
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**MAZDA NORTH AMERICA**

Mazda participates in all states and is certified in Florida and Ohio. Mazda provided the 2022-23 Owner's Manual, Warranty information, each state's Lemon Law resources, information regarding the BBB AUTO LINE program given to customers, and the Ohio Consumer Notice.

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

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	<p>Mazda provides the required information in both its owner's and warranty manuals.</p> <p>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."</p> <p>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.</p>
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	<p>Mazda addresses the subjects required by the rule, except for the types of information that consumers will need to provide to BBB AUTO LINE.</p>
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	<p>The discussion of BBB AUTO LINE in Mazda's warranty booklet is under a subheading that says, "Contact Better Business Bureau (BBB)" and the discussion contains numerous all-cap references to BBB AUTO LINE.</p> <p>There is also a discussion of BBB AUTO LINE in Mazda's owner's manual, in a section on "Customer Assistance."</p> <p>Mazda also provided a document titled Mazda Customer FAQs for the BBB AUTO LINE Program, Better Business Bureau (BBB). According to Mazda, it is given when customers ask about the Lemon Law.</p> <p>Mazda also submitted a template of a letter acknowledging receipt of a consumer complaint in its response center. The letter, sent before Mazda resolves the issue, tells consumers about BBB AUTO LINE, and provides a web link and a phone number.</p>

	<p>Consumers may be drawn by the Better Business Bureau (“BBB”) name to the BBB’s or to BBB National Programs’ web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
<p>(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer’s review processes before filing with BBB AUTO LINE.</p>	<p>Mazda describes the BBB AUTO LINE program as a “final step” available when mutual agreement is not possible.</p>
<p>(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.”</p>	<p>In addition to submitting a template of a letter acknowledging receipt of a consumer complaint in its response center, Mazda has submitted a template of a denial letter sent when Mazda tells the consumer its decision on the matter.</p> <p>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.</p>
<p><b>Additional Florida Disclosure</b></p>	
<p>(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.</p>	<p>Mazda provides the Consumer’s Guide with new vehicles, and provided an order form showing that it obtains these materials from the office of the Florida Attorney General.</p>
<p><b>Additional Ohio Disclosures</b></p>	
<p>(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>Mazda provides this information.</p>
<p>(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the “face of the written warranty” and on a sign.</p>	<p>Mazda provided documents indicating disclosure of the required information on a sign.</p>

ANALYSIS OF WARRANTOR COMPLIANCE: MAZDA NORTH AMERICA

<p>(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."</p>	<p>Mazda provides the required information on the sign noted in Item (2).</p>
<p>(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."</p>	<p>Mazda is in compliance.</p>
<p>(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.</p>	<p>Mazda is in compliance.</p>

**MERCEDES-BENZ**

Mercedes-Benz participates in Arkansas, California, Kentucky, and Minnesota. Mercedes Benz provided the 2022 Warranty Manuals for the Mercedes-EQ and Mercedes ICE. The discussion of the BBB AUTO LINE is directed solely to California consumers.

Mercedes Benz does not incorporate BBB AUTO LINE into the terms of a written warranty in the states that are not mentioned in the warranty document and, for that reason, under the text of Rule 703.2(a), Mercedes Benz is not subject to the rule in those states.

Mercedes-Benz is in SUBSTANTIAL COMPLIANCE with the Act and the implementing rules.

**CONSUMER FACING MATERIALS**

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) To define "the face of the warranty.")	Mercedes-Benz provides the specified information in the section of the 2022 warranty manual.  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.
(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 Mercedes-Benz's warranty booklet appears starting on page 11. The "IMPORTANT NOTICE for California Retail Buyers and Lessees" is highlighted in the table of contents.  Consumers may also be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Mercedes-Benz describes the BBB AUTO LINE program as available to California consumers, even for purposes of federal remedies, only "if" a dispute cannot be otherwise resolved.
(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	Mercedes-Benz tells consumers about the existence of BBB AUTO LINE and provides a phone number and web link.

the information required in §703.2(b) and (c) of this section."	
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**NISSAN NORTH AMERICA (WITH INFINITI)**

Nissan (together with Infiniti) participates in all states, with certification in Florida and Ohio. Nissan (together with Infiniti) submitted warranty manuals and warranty manual supplements for differing models of 2022 cars, Customer Care & Lemon Law Information (Supplement to 2023 Infiniti Warranty Information Booklet and 2023 Infiniti Owner’s Manual), and template denial letters to customers.

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

CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
(1) Rule §703.2(b) (and Rule §703.1(h) to define “the face of the warranty.”)	<p>The warranty manual includes the required information in the required placement and uses a text box to further highlight the prior resort requirement.</p> <p>Nissan imposes age, mileage, and other limits on the availability and scope of the program.</p>
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	<p>Nissan addresses the subjects required by the rule, except for the types of information that consumers need to provide to BBB AUTO LINE.</p>
(3) Rule §703.2(d) “Steps reasonably calculated to make consumers aware of the Mechanism’s existence at the time consumers experience warranty disputes.”	<p>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 &amp; LEMON LAW INFORMATION” that discusses BBB AUTO LINE at the outset and in various state-specific discussions.</p> <p>Nissan also provided a placard titled “Our Commitment to You,” alerting consumers to the existence of BBB AUTO LINE.</p> <p>As noted in the 2021 Audit, Nissan provided a letter sent to its dealers (transmitting a laminated wall plaque, a laminated desk card, and consumer handout cards), and announcing that it would send someone to dealerships within 30 days to ensure, among other things, that the materials provided are properly displayed and available to consumers. The letter further says that the handouts should be distributed when consumers feel that a warranty issue is not being fairly handled.</p> <p>Consumers may be drawn by the Better Business Bureau (“BBB”) name to the BBB’s or to BBB National Programs’ web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the</p>

ANALYSIS OF WARRANTOR COMPLIANCE: NISSAN NORTH AMERICA (WITH INFINITI)

	manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(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 may be available as the third step of a process "in the event that" 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."	Nissan submitted templates of denial letters that contain core information about filing a complaint, with references to consumer-facing manuals for more information. Though the letter does not contain all the information required by Rule 703.2(e), it does direct consumers to both BBB AUTO LINE and the warranty manual; if they review the manual, they will get all the required information; if they first contact BBB AUTO LINE, they will get most, if not all, of the required information.
<b>Additional Florida Disclosure</b>	
(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 advises that it maintains stock of the Florida Consumer Guide and that dealers can submit orders.
<b>Additional Ohio Disclosures</b>	
(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 indicates that it provides the Ohio-specific pages of the supplement and a sign that contains this information.
(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 indicates that it provides the Ohio-specific pages of the supplement and a sign that contains this information.
(O4) Rule §109:4-4-03(E) Taking steps "reasonably calculated to make consumers aware of the existence of the	See Items (3), (5) and (O2).

ANALYSIS OF WARRANTOR COMPLIANCE: NISSAN NORTH AMERICA (WITH INFINITI)

<p>board at the time consumers experience warranty disputes.”</p>	
<p>(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.</p>	<p>Ohio-specific pages of Nissan's and Infiniti's Supplements state the warrantor “would very much appreciate a reasonable opportunity to repair the vehicle after receipt of your letter.”</p> <p>The Infiniti text does not include the affirmative disclosure under the rule; the Nissan text does.</p>



**PAGANI**

Pagani provided the Pagani 2022 Warranty Booklet and is in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law.

## CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
(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.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Pagani 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.”	<p>Apart from the warranty booklet, Pagani submitted no materials or responses showing efforts to tell consumers about BBB AUTO LINE.</p> <p>However, consumers may be drawn by the Better Business Bureau (“BBB”) name to the BBB’s or to BBB National Programs’ web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer’s review processes before filing with BBB AUTO LINE.	Pagani tells consumers, in capital letters, that they may use BBB AUTO LINE at any time.
(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 this information to the consumer on page 30 under its General Warranty Information.

**RIVIAN**

Rivian provided the R1T & R1S New Vehicle Limited Warranty Guide. Rivian is in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law.

## CONSUMER FACING MATERIALS

<b>Federal Disclosure Provisions</b>	
(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.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	The manual addresses the subjects 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."	The manuals include multiple references to BBB AUTO LINE.  Consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing a complaint with BBB AUTO LINE.	Rivian is in compliance.

**VOLKSWAGEN GROUP OF AMERICA, INC. (WITH 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 warranty manuals for Volkswagen model year 2022 and Audi model year 2022. Citations below are from the 2022 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

<b>Federal Disclosure Provisions</b>	
<p>(1) Rule §703.2(b) (And Rule §703.1(h) To define "the face of the warranty.")</p>	<p>The manual includes the required information with the required placement.</p> <p>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 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."</p> <p>Volkswagen also provided a USA Warranty and Maintenance for All-electric models for Model year 2022, which again contains information about BBB AUTO LINE beginning on page 4.</p> <p>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. However, 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.</p>

<p>(2) Rule §703.2(c) Required disclosures regarding the mechanism.</p>	<p>The manual addresses the subjects required by the rule, except that the timing to resolve a case only appears in the California-specific discussion.<sup>30</sup></p>
<p>(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."</p>	<p>The manuals include multiple references to BBB AUTO LINE.</p> <p>Volkswagen also provided a letter sent by its "customer care advocate" which appears to be sent to all consumers when they contact the manufacturer about a problem and appears to be used in all states.</p> <p>Volkswagen has also 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."</p> <p>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.</p> <p>Finally, consumers may be drawn by the Better Business Bureau ("BBB") name to the BBB's or to BBB National Programs' web site, and both discuss BBB AUTO LINE. To the extent these web-based disclosures can be attributed to the manufacturers who chose to use BBB AUTO LINE, these disclosures (along with oral disclosures to consumers to call the BBB or BBB AUTO LINE) would constitute a further disclosure by all warrantors who use BBB AUTO LINE.</p>
<p>(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review</p>	<p>Although Volkswagen says that BBB AUTO LINE is available "if we are unable to resolve" a problem, it only "requests" that</p>

<sup>30</sup> 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." It also provides for a 30-day extension under certain conditions, such as an arbitrator's requests an examination by a technical expert. For a discussion of the 30-day extension (which is based on California regulations and does not apply to Magnuson-Moss claims), as well as issues raised by BBB AUTO LINE's substantial compliance with deadlines in arbitration, see the last two paragraphs of Section I.A.3.

ANALYSIS OF WARRANTOR COMPLIANCE: VOLKSWAGEN GROUP OF AMERICA, INC. (WITH AUDI)

processes before filing a complaint with BBB AUTO LINE.	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 warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	Volkswagen provided a letter with most of the required information, but with no mention of prior resort.
<b>Additional Florida Provision</b>	
(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.
<b>Additional Ohio Provisions</b>	
(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	The warranty booklet uses the language noted in Item (4).

ANALYSIS OF WARRANTOR COMPLIANCE: VOLKSWAGEN GROUP OF AMERICA, INC. (WITH AUDI)

<p>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.</p>	<p>Volkswagen does not make affirmative disclosures in its signage.</p>
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## 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, correspondence with manufacturers, multiple arbitrator training materials, statistics from the TechnoMetrica surveys, and an assessment of case files and six recorded arbitration hearings that included two Ohio cases, two Florida cases, and two 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."

Auditor's review of BBB AUTO LINE's staffing finds that there has been little change since the prior 2021 Audit, which provided a very detailed review of BBB AUTO LINE hiring, staffing, and training policies and procedures.

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 website<sup>31</sup> 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 Warrantors." 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."

<sup>31</sup> [BBB AUTO LINE Program's Website.](#)

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 cases and recordings Auditor reviewed, the arbitrators were licensed attorneys working in various areas of practice, each of which displayed professionalism and adherence to the BBB AUTO LINE program's policies, procedures, and trainings.

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

BBB AUTO LINE acknowledges its impartiality obligation on its website "What is BBB AUTO LINE . . . 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."

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 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. 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 the state or federal law provides otherwise."

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 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.

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#### §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.<sup>32</sup>

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 manuals highlight 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,

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<sup>32</sup> 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.*

furthermore, Auditor found no example of where an arbitrator had a direct relation with a party to a dispute or a manufacturer or 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.

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## §703.5 OPERATION OF THE MECHANISM.

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### 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.

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### CLAIM PROCESS

Information regarding how to contact the BBB AUTO LINE is included in the participating Manufacturer's Warranty and/or Owner's Manual.

Consumers start the process by filing a complaint with BBB AUTO LINE using an online complaint form or calling 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<sup>33</sup>

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 gets notice of a dispute. This is triggered when the consumer makes the initial contact and then the completed consumer complaint form is received.

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<sup>33</sup> [How BBB AUTO LINE Works \(bbbprograms.org\)](http://bbbprograms.org)

## OPENING A CASE

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To file a complaint, a consumer can call the Dispute Settlement Center (DSC) using a toll-free number to speak with an Intake Specialist. Claims can also be submitted online or in writing. Basic information is recorded on a Customer Claim Form (CCF). The Intake Specialist sends the consumer a packet of information which includes the CCF and a copy of *How BBB AUTO LINE Works*, which is the program's rules booklet.

The consumer is asked to complete any missing information on the CCF and return the form to the DSC. The consumer is also asked to include copies of the vehicle registration, purchase contract, correspondence, and repair orders. After a case is opened, it is assigned to a Dispute Resolution (DR) Specialist.

Once the consumer submits the complaint, they receive an email with instructions on how to create an account for the BBB AUTO LINE Portal. 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 is open, a Dispute Resolution Specialist is assigned to the claim, and they facilitate the process with the consumer and manufacturer.

Among consumers surveyed in the 2022 National sample, 88.3% recalled receiving these materials. And, among those, 95.0% said the explanatory materials were very or somewhat clear and easy to understand, and 80.1% said they were very or somewhat helpful.

In Florida, when the Vehicle Identification Number 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 hearing<sup>34</sup> 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 must be received within three business days of the close of the hearing along with any evidence collected.

## ELIGIBILITY DETERMINATION

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Once a case is open, a Dispute Resolution Specialist reviews the claim for eligibility under the applicable program summary and specific state Lemon Laws.

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<sup>34</sup> BBB AUTO LINE advised that all hearings in 2022 were held remotely.

In 2022, BBB AUTO LINE rejected as ineligible 3,658 of 7,766 (47.1%) submitted claims that led to open case files. These cases were generally judged to be ineligible based on one of three reasons: the vehicle exceeded age or mileage restrictions, the consumer had not allowed the manufacturer sufficient opportunity to repair the vehicle, or another exclusion in the program summary.

### AGE AND MILEAGE RESTRICTIONS

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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 program and Lemon Law summaries available on their website to people 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

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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.<sup>35</sup> (Ohio's Lemon Law is silent on the subject.)

### REASONABLE OPPORTUNITY TO REPAIR ISSUES

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Preliminarily, claims should only be closed on the basis that the manufacturer had not had sufficient opportunities to fix a problem if and only if any applicable Lemon Law prevents a case from going forward *and* if the program summary would not allow a case to go forward on non-Lemon Law grounds (to which the Lemon Law standard did not apply).

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 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),*

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<sup>35</sup> 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."

*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 before the signed form is returned and tells 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 tell 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 asks the consumer to 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 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. In considering the possibility of additional requests by staff, it is also relevant to note that Rule §703.5(c) provides that the Mechanism shall gather needed materials, but not information that is "not reasonably necessary to decide the dispute."

## MEDIATION

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In cases where the consumer was unable to resolve their dispute with the dealership or manufacturer directly, BBB AUTO LINE's dispute resolution specialist can provide an optional mediation process. However, mediation is not required prior to the consumer's request for arbitration.

BBB AUTO LINE describes the mediation process to consumers as follows:<sup>36</sup>

*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.*

## ARBITRATION

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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:*

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<sup>36</sup> [How BBB AUTO LINE Works \(bbbprograms.org\)](https://www.bbb.org/programs/automotive/vehicle-problems/dispute-resolution/how-bbb-auto-line-works)



(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 reasons, more than any other aspect of the program, is a 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 states that arbitrators should base a decision on:

- *Fairness;*
- *Providing details;*
- *Providing definitive conclusions;*
- *Resolving contradictory evidence;*
- *Reflecting each party's perspective;*

- *Reflecting the Standards of the Lemon Law; and*
- *Write for the losing party.*

BBB AUTO LINE provides the arbitrators with a checklist to assist in writing the Reasons for the Decision, outlining important information:

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.

BBB AUTO LINE utilizes standard forms that arbitrators use to write 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.

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, which states:

*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.*

In reviewing BBB AUTO LINE Arbitration Rule 3, an initial primary document provided to the consumer is an *Agreement to Arbitrate* that lists vehicle problems that fall within a manufacturer's

precommitment to arbitrate. The *Agreement to Arbitrate* shall be provided to each party with the written hearing notice. 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. Both parties are required to sign the document prior to the scheduling of the arbitration.

In moving the case to the final stage of the arbitration process, Rule §703.5(g) requires certain disclosures to be made 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.

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;*

*\* 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. However, 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)), although consumers may download all the materials in their case file directly from the BBB AUTO LINE portal at no cost to them, including the arbitrator's decision.

After an arbitrated decision is provided to the consumer, the arbitrator generally will not be further involved. However, under the BBB AUTO LINE national 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.<sup>37</sup> 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.<sup>38</sup> 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.<sup>39</sup>

Finally, there are special procedures for arbitrated repair decisions. Under the national rules, repair decisions are "interim" decisions, and the arbitrator retains "continued authority over the decision during the time periods specified in the decision" (including a test-drive period of at least 30 days).

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 will be canceled. BBB AUTO LINE categorizes these cases as mediated. They 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 will categorize as arbitrated for the purposes of recordkeeping.

## TIMING

As previously discussed, 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:

<sup>37</sup> BBB AUTO LINE Arbitration Rule 22.D.

<sup>38</sup> BBB AUTO LINE Arbitration Rule 22.C; California Rule 23.E.

<sup>39</sup> BBB AUTO LINE Arbitration Rule 23.E.

*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.*

However, as previously cited, 703.5(e) provides some exceptions.<sup>40</sup>

BBB AUTO LINE reports, for cases closed in 2022, that it completed within 40 days:

- 85.0% of mediated and arbitrated cases combined;
- 90.2% of mediated cases alone; and
- 33.7% of arbitrated cases alone.<sup>41</sup>

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 (analyzed in more depth in Section III). The rates reported by the consumer survey were below those reported by BBB AUTO LINE, with surveyed consumers reporting a 66.8% timeliness rate across both mediated and arbitrated cases; 76.4% of mediated cases and 29.3% 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.

40.3% of all arbitrated cases in 2022 were closed within the 40-day period, which decreased to 33.6% if cases where the consumer hired an attorney were excluded. For mediated cases, 92.2% were closed within the 40-day period; however, if cases where the consumer hired an attorney were excluded, the figure rises to 93.3%. Across all cases, 73.5% were completed within the 40-day period.

Across all cases, BBB AUTO LINE cases had an average duration of 19 days in 2022. For mediated cases, the average was 14 days, while, for arbitrated cases, the average was 53 days. For ineligible cases, the average was 14 days, and, for withdrawn cases, the average was 18 days. For cases where the consumer hired an attorney, the average was 19 days.

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<sup>40</sup> 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.

<sup>41</sup> Among the 6,602 cases that were mediated or arbitrated, 2,220 (33.6%) were mediated and 389 (5.9%) were arbitrated.

**Short-term delays.** While only 33.7% of arbitrated cases were resolved in 40 days, 45.0% of such cases were resolved within 45 days.

**Longer delays.** Starting with the 33.7% rate of timely completions within 40 days: 67.0% of cases were resolved within 60 days and 78.2% were resolved within 80 days.

**Sources of delay.** Generally, the extension of the 40-day completion period was due to 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.

How BBB AUTO LINE measures timing:

**Starting the clock.** Outside Florida and California, the 40-day clock starts to run after a consumer contacts BBB AUTO LINE, provides information that is incorporated into a consumer complaint form, receives the consumer complaint form, and returns the signed form together with the required documents. In Florida and California, the clock starts to run with the initial contact.

**Stopping the clock.** The 40-day period ends when there is either an arbitrator's decision or a settlement agreement between the consumer and manufacturer.

The 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.

When a consumer is not satisfied with the execution of a repair settlement, though, BBB AUTO LINE uses a different approach. If the consumer informs BBB AUTO LINE of their dissatisfaction within sixty days of 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,"<sup>42</sup> and a new 40-day clock begins. This information is clearly and concisely displayed on BBB AUTO LINE's written settlement agreements.

Rule §703.5(h) requires "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. This Letter asks consumers, among other questions, if and when the settlement obligations were performed, whether performance was satisfactory, and if unsatisfactory, whether the consumer wants to further pursue the claim. The Letter also informs the consumer that, if a response is not returned within eight days, performance would be assumed to be satisfactory and timely.

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<sup>42</sup> As needed, there could also be a 2R (and, on rare occasions, beyond).

When consumers do not return a performance verification letter, BBB AUTO LINE assumes timely compliance. Since most reports of timely compliance are based on unreturned performance verification letters, the assumption of compliance seems reasonable. There were 202 cases in the National survey where (1) BBB AUTO LINE assumed timely compliance on the basis of an unreturned performance verification letter and (2) the consumer was asked about timely compliance and did not respond “not sure” or indicate that the compliance date was still in the future.<sup>43</sup> Among these 202 cases, 134 consumers (66.3%) told TechnoMetrica Market Intelligence, who administered the survey further analyzed in Section III, that the manufacturer had complied in timely fashion, 67 consumers (33.2%) reported delayed compliance, and 1 consumer (0.5%) reported non-compliance. Among this sample, then, 99.5% of those who had not returned performance verification letters reported that the manufacturers ultimately complied.

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 were two cases in which an attorney represented the consumer. No deficiencies in the arbitrator’s preparation for any of these hearings, or in the arbitrator’s 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 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.

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).

BBB AUTO LINE participating manufacturers 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 (or 30 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*

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<sup>43</sup> Consumers likely know whether the manufacturer performed, so “not sure” responses are most likely to reflect uncertainty about timing.

- 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) contains 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 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.

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#### §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, including indices of disputes grouped by brand name and product number, disputes in which the warrantor has not complied with a “promised” performance and where a manufacturer has “refused to abide by” a decision, and disputes that extended beyond 40 days.

BBB AUTO LINE provided the appropriate indices, which were then used in 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 COMPLAINT* with §703.6.

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#### §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.*

Rule 24 of the BBB AUTO LINE's arbitration rules 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 the 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, 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 §703.8.

### III. ANALYSIS OF STATISTICAL COMPILATIONS

The FTC requires that Mechanisms such as BBB AUTO LINE are audited at least 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.<sup>44</sup>

#### METHODOLOGY

This year, the random sample was once more provided by TechnoMetrica Marketing Intelligence ("TechnoMetrica") and conducted via telephone survey.<sup>45</sup> The consumers eligible for the survey participated in arbitration or mediation 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 once, about the most recent complaint. Similarly, 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 12 replicates: 11 replicates of 500 records each and 1 with 219 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 2022 cases. The National data collection touched 6 of the 12 replicates.<sup>46</sup> Due to sample limitations, there is some overlap between the consumer responses in Florida and Ohio and 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, which constitutes a type of sampling error that may bias the survey results.<sup>47</sup> For cases that were processed through one state's program but for which the consumer contact address was in a different state, the case was identified by the processing state in order to designate a case as having taken place in Florida or Ohio for the purposes of this survey.<sup>48</sup>

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, and if there was discordance between the two, Auditor proceeded to delve into a micro

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<sup>44</sup> 16 CFR § 703.7(b)(3).

<sup>45</sup> The only change Auditor made to the survey questions was to make them gender neutral; otherwise, it is largely identical to the survey from the previous year.

<sup>46</sup> Appendix B, BBB AUTO LINE Annual Audit Telephone Survey of 2022 Customers National Cases March 2023 (TechnoMetrica Market Intelligence).

<sup>47</sup> 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.

<sup>48</sup> Similarly, this was also the basis by which it was determined which cases took place in California, as California regulations and therefore BBB processes differ from the National standard, necessitating different scripts.

analysis comparing the consumer's answers to the survey with the corresponding individual case records. The results of questions with significant discordance were compared to the results of the same questions in previous surveys. If there was a noticeable pattern, then we provided a recommendation to clarify the aforementioned question in future surveys.

## 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.<sup>49</sup>

## ANALYSIS

The sampling frame for the national survey was 5,719 after cleaning and refining. This sampling frame was then randomized and divided it into a total of 12 replicates: 11 replicates of 500 records each and 1 with 219 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 2022 cases. The National data collection touched 6 of the 12 replicates, resulting in a total of 403 completed survey responses and a +/-4% margin of error.

Due to sample limitations, there is some overlap between the consumer responses in Florida and Ohio and 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 cases that were processed through one state's program but for which the consumer contact address was in a different state, the case was identified by the processing state in order to designate a case as having taken place in Florida or Ohio for the purposes of this 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.

The complete survey results can be found in Appendix B.

## GENERAL INFORMATION

When consumers were asked to confirm that BBB AUTO LINE had handled a complaint about their vehicle in 2022,<sup>50</sup> only three respondents (0.7%) disagreed with BBB AUTO LINE records, correcting the make or model of their vehicle. Two of these discrepancies were the result of a typo on the consumer's part (or the consumer not correcting a typo on their initial claim form). In the third case, the consumer returned their initial claim form with a handwritten correction of the model of their vehicle; however, the BBB AUTO LINE staff member in charge of that case did not correct the internal records.

The majority (76.4%) of the vehicles involved in the complaints filed with BBB AUTO LINE were manufactured in the last five years, which is reasonable given that BBB AUTO LINE primarily deals with Magnuson-Moss and the various state Lemon Laws, which require the vehicles to be

<sup>49</sup> 16 CFR § 703.7(b)(3).

<sup>50</sup> Appendix B, Q1A Chart.

under warranty. Most (91.5%) of the oldest vehicles (2011-2017) were deemed ineligible for the BBB AUTO LINE program. The manufacturers had attempted to repair the vast majority (82.5%) of the vehicles in question at least once, and 44.1% of these cases pertained to vehicles that had been through four or more repair attempts.<sup>51</sup>

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. Only 13.5% of consumer respondents learned about BBB AUTO LINE from their warranty documents.<sup>52</sup> This data supports the continuation of the trend noted by the previous Auditor; consumers are increasingly looking online or to their dealership before their warranty documents, which emphasizes the importance of supplemental materials.

## PROCESS QUESTIONS

Some discrepancies between the survey results and BBB AUTO LINE's internal records appeared when the consumers were asked how BBB AUTO LINE addressed their cases.<sup>53</sup> They were asked to confirm that their complaints were either ineligible, withdrawn, mediated, or arbitrated. Forty-one of the four hundred and three eligible cases (10.2%) disagreed with BBB AUTO LINE's internal indices.

## INELIGIBLE CASES

Twenty-one of those forty-one consumers (51.2%) were those whose case was categorized by BBB AUTO LINE as ineligible. Some consumers whose cases BBB AUTO LINE deemed ineligible due to the vehicle exceeding age or mileage requirements but who were able to seek relief directly from the manufacturer or dealer responded to this question with the ultimate result of their case (settlement with the manufacturer) as opposed to the result of the BBB AUTO LINE case (ineligible due to age, mileage, or settlement with the manufacturer directly). This accounted for ten of the twenty-one cases (47.6%).

Five of the twenty-one consumers (23.8%) whose cases were recorded as ineligible by BBB AUTO LINE responded to this question saying that their complaints were not resolved or that they withdrew their complaint. These cases were all the result of the consumer not returning their signed claim form, which is necessary for BBB AUTO LINE to open their case in all states excepting California and Florida. In situations such as these, BBB AUTO LINE will close the case and send a letter to the consumer to inform them that their case is ineligible.<sup>54</sup>

Four consumers (19.0%) seemed to be confused about the way that BBB AUTO LINE categorizes cases. One consumer did not agree that their case was ineligible and said that they had traded in their vehicle. BBB AUTO LINE deemed the case as ineligible because the consumer no longer owned the vehicle that was the subject of the case. Similarly, another consumer stated

<sup>51</sup> Appendix B, Q2 Chart.

<sup>52</sup> Appendix B, Q3 Chart.

<sup>53</sup> Appendix B, Q4-Q5 Chart.

<sup>54</sup> Most consumers from whom BBB AUTO LINE has not received a signed claim form will be sent a reminder notice, and the case will be closed and classified as ineligible fourteen (14) days later if the consumer does not return the signed form.

that their case was not ineligible because an arbitrator decided the case. The BBB AUTO LINE case file states that, while an arbitrator did decide the outcome of the case, the outcome of the case was that it was ineligible. Two other vehicles were ineligible due to exceeding the warranty mileage, but the consumers contested the categorization and instead stated that there was no resolution or settlement offered. BBB AUTO LINE offered no settlement because the cases were ineligible.

Two consumers (9.5%) whose cases were categorized as ineligible contended that their cases were still open. One consumer disagreed when asked to confirm that their case was ineligible, instead saying that it was currently in arbitration. An examination of the BBB AUTO LINE case file revealed that the case was initially deemed ineligible in late December, then the consumer sent in a written statement contesting the judgement and providing BBB AUTO LINE with new information. The case was reopened as a 1R case<sup>55</sup> in 2023, which is beyond the scope of this Audit. It seems likely, however, that the consumer answered this question regarding their most recent case, not the one that was closed in 2022. Another consumer disagreed with the fact that their case was marked as ineligible in the BBB AUTO LINE internal indices, stating instead that it was still open. A review of the corresponding case file discovered that the vehicle first had been determined to be ineligible by BBB AUTO LINE, then the consumer called back to inform BBB AUTO LINE that they were filing a claim under a class action lawsuit, which was presumably ongoing at the time of the survey.

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#### WITHDRAWN OR ARBITRATED CASES

Three of the forty-one discordant cases (7.3%) concerned vehicles that had been categorized as withdrawn by BBB AUTO LINE. Two consumers stated that their cases were ineligible, while BBB AUTO LINE case records indicate that they settled with the manufacturer directly. The third case stated that their emails stopped getting responses and that they were now "in limbo." An examination of the corresponding case file found that the consumer had failed to submit the required documentation before the deadline, and thus the case was closed.

Only one of the forty-one discordant cases (2.1%) concerned a vehicle that had been subject to a decision from a BBB AUTO LINE arbitrator. The consumer stated that they were "NOT TOLD ENOUGH SPECIFICS." The BBB AUTO LINE case file reveals that the arbitrator's decision was that the vehicle in question did not meet the state's Lemon Law requirements; the consumer did not return the arbitration acceptance form, so it was assumed that they rejected the decision, and the case was closed.

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#### SETTLEMENT

The remaining sixteen discordant answers (39.0%) concerned cases where BBB AUTO LINE indices stated that the BBB AUTO LINE mediated a settlement between the manufacturer and the consumer.

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<sup>55</sup> A case that had previously been closed because of mediation or arbitration by BBB AUTO LINE and then reopened when the customer was not satisfied with the manufacturer's performance of the settlement.

Five consumers stated that their cases were not resolved or were not yet resolved. In two of these cases, BBB AUTO LINE mediated a settlement agreement between the manufacturer and consumer, and the settlement was carried out; however, the consumer was not satisfied with the result and a 1R case was opened. These consumers, therefore, presumably answered the question regarding their current 1R case, as opposed to the one that was closed upon delivery of the initial settlement agreement. The remaining three cases all had settlement agreements on file; however, no verification letters were not sent until 2023, so it is possible that the manufacturers were still in the process of carrying out the settlement, hence the confusion.

Four consumers stated that they never heard from BBB AUTO LINE. All four had written settlement agreements on file after a call that BBB AUTO LINE mediated between the consumer and the manufacturer. In one case, the consumer said that BBB AUTO LINE never contacted them, then continued to say that they had many problems before reaching a settlement through BBB AUTO LINE. This case was later reopened as a 1R case, so therein may lie the source of the confusion. Another consumer claimed that they did not "get any fixes or rentals," while the BBB AUTO LINE case record has the paperwork for a repair on file. A third stated that they never agreed to settle their complaint, and that they had problems accessing the BBB AUTO LINE web portal; however, they did return their verification letter saying that the settlement was not performed and that they wished to pursue their claim further through the BBB AUTO LINE program or with the manufacturer arbitration specialist. The fourth said that they had to go back to the dealership for a replacement and that they never heard from BBB AUTO LINE, while BBB AUTO LINE case records show that the consumer and the dealer had reached a settlement agreement for an inspection and repair. Presumably, the replacement happened after the inspection; however, this case file contained no record of a settlement performance verification letter being sent to the consumer.

Two consumers stated that their cases were ineligible. Both cases have settlement agreements between the consumer and manufacturer, mediated by BBB AUTO LINE, on file. In both cases, the consumer's initial desired outcome was a repurchase or replacement. However, the settlement agreement was for a final repair attempt because the vehicles were not eligible for repurchase or replacement under Florida Lemon Law, so that may be the source of the confusion.

Two consumers stated that an arbitrator decided their cases. An examination of the corresponding case files revealed that both these discrepancies were the result of a consumer misunderstanding. In one case, a BBB AUTO LINE employee mediated a settlement between the consumer and the manufacturer, though the consumer may have thought that the employee was an arbitrator. Similarly, the second was an arbitration case, but a BBB AUTO LINE employee (who was not the arbitrator) mediated a settlement agreement between the consumer and the manufacturer before the arbitration hearing.

One consumer disagreed with the BBB AUTO LINE indices that stated that they had reached a settlement with the manufacturer, instead saying that a settlement agreement was reached but the dealership never followed through. This consumer did not return the verification letter that BBB AUTO LINE sent them or contact BBB AUTO LINE in any other way, and, since the consumer did ultimately agree that a settlement agreement had been reached through BBB AUTO LINE, this case should not have been categorized as a discrepancy.



Two consumers said that BBB AUTO LINE was unhelpful. In both cases, a review of the corresponding case files revealed that a settlement agreement had been reached. However, in one case, the consumer was unsatisfied with the settlement terms, and it was not completed. The consumer returned their verification letter stating that they were considering hiring an attorney instead of further pursuing their claim through BBB AUTO LINE. In the second case, the problem with the vehicle reappeared after the manufacturer fulfilled the settlement terms, so the consumer hired an attorney to pursue their claim outside of BBB AUTO LINE.

## 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 what would best describe their settlement. For this question, there were only sixteen discordant answers from a total of two hundred and two (7.9%).

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## MEDIATED CASES

Thirteen of the sixteen discordant cases<sup>56</sup> were mediated.<sup>57</sup> Seven of these cases were categorized as ineligible by BBB AUTO LINE's indices, while four consumers classified their remedy as a repair or inspection, and three classified their remedies as a refund or replacement. These cases were deemed ineligible for BBB AUTO LINE's program because a) the mileage or age of the vehicle exceeded the warranty limits (and thus had to pursue their claim outside of BBB AUTO LINE), b) the consumer failed to return the signed claim form, or c) the consumer pursued their case with the manufacturer directly and came to an agreement before the scheduled mediation. In these cases, the consumers provided the ultimate solution to their claim, instead of the part that BBB AUTO LINE played in their case.

Similarly, there were three cases that BBB AUTO LINE indices indicated were resolved by a refund or replacement. All three had settlement agreements mediated with BBB AUTO LINE for a refund or replacement on file; however, in one case, the consumer traded their vehicle in at another dealership before the settlement could take place. In a second, the consumer confirmed that they were offered a partial refund but ended up trading in the vehicle as they were unable to fix the initial issue. In the third, the consumer claimed they were offered a repair, although the settlement agreement in the BBB AUTO LINE case file was for a repurchase. There is no other documentation in the BBB AUTO LINE case file that suggests that settlement was ever altered.

There was one case that was marked by BBB AUTO LINE as resulting in a repair or inspection, while the consumer stated that the result of the BBB AUTO LINE case was a refund or replacement. While the initial agreement was for an inspection (with the intention of fixing any warrantable issues), the manufacturer was unable to repair the vehicle and proceeded to offer a repurchase. BBB AUTO LINE facilitated a second settlement agreement for a repurchase (still under the initial case file) but did not change the case's classification in their internal indices as they should have.

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<sup>56</sup> Appendix B, Q6-6A Chart.

<sup>57</sup> A BBB AUTO LINE employee helped the consumer and manufacturer come to an agreement for settlement.

The remaining two cases were classified by BBB AUTO LINE as resulting in remedies other than a repair, repurchase, or replacement. Both consumers contested this designation and instead stated that the result had been a repair. In one case, the consumer was ultimately awarded a points certificate that they could use towards services and repairs, which they then presumably did. In the second case, the consumer was awarded a complimentary insurance plan through the manufacturer. In both cases, the consumer seemed to have answered the survey question as if it concerned the ultimate outcome of their claim, instead of the outcome of the BBB AUTO LINE case.

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#### ARBITRATED CASES

Three of the sixteen discordant cases<sup>58</sup> were arbitrated.<sup>59</sup> One case was classified as ineligible by BBB AUTO LINE indices; however, the consumer denied this and instead stated that there was no remedy. A review of the corresponding case file revealed that an arbitrator had decided the case was outside of BBB AUTO LINE's jurisdiction and was therefore ineligible – thus, there was no remedy.

BBB AUTO LINE indices indicated that the arbitrator's decision for the remaining two cases was that the manufacturer was to inspect and repair the vehicle, though the consumers contested this in their survey answers, stating that there was no remedy. In one of these cases, the consumer's desired outcome was a refund or replacement, and the arbitrator's decision was a repair. The consumer rejected the decision, so the consumer ultimately received no remedy despite the arbitrator's decision, hence the confusion. In the second case, BBB AUTO LINE helped the consumer come to a settlement agreement with the manufacturer before their scheduled arbitration hearing. The agreement stated that the manufacturer would inspect and repair the vehicle in question; technically, there was no arbitration remedy, since the case was settled before the hearing, resulting in confusion. However, since BBB AUTO LINE records classify this case as mediation (as the settlement was before the hearing), this case should not be counted as an arbitration case.

In order for the manufacturer to begin carrying out the arbitrated remedy, the consumer must first accept or reject the decision. When consumers whose cases reached an arbitrated decision were asked if they accepted the arbitrator's decision by returning the decision acceptance form, only one disagreed with BBB AUTO LINE's records (5.6%). This consumer rejected the arbitration decision by not returning their form; if BBB AUTO LINE does not receive a signed acceptance form within fourteen (14) days, they assume rejection.

#### WITHDRAWN CASES

A total of 16 consumers who withdrew their cases completed this survey. Eight consumers stated they withdrew their complaint because the matter was settled, or the vehicle was fixed. The other eight consumers stated they withdrew their complaint for other reasons. The other

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<sup>58</sup> Appendix B, Q7-7A Chart.

<sup>59</sup> The consumer and the manufacturer agreed to let an impartial BBB AUTO LINE arbitrator decide the outcome of their dispute.

reasons included the consumer buying a new engine and retaining the vehicle, being ineligible for the program, hiring legal counsel, or no longer pursuing their case through the program.

### COMPLIANCE QUESTIONS

Of the consumers whose cases were arbitrated or mediated *and* accepted an award, 67.8% of the awards were carried out within the time specified (including any extensions to which the consumer agreed). The awards of 14 cases (8.0%) had, at the time of the survey, not yet been carried out, but the time limit had not yet expired. 29 consumers (16.7%) reported that their award had been carried out *after* the specified time period, and 13 consumers (7.5%) reported that the specified time period expired but the settlement had not yet been carried out. One of these cases was reported by the consumer to be delayed because of an action the consumer took – for example, selling the vehicle in question. A further examination of the delayed cases revealed others as well – for example, agreeing to an extension and then trading in the vehicle, taking months to obtain and submit the materials necessary to carry out the agreement, or revising the original agreement.

A micro analysis of the 42 delayed cases revealed that the majority (52.3%) were cases in which BBB AUTO LINE sent the consumer a performance verification letter and the consumer did not return it or otherwise further communicate with BBB AUTO LINE, and BBB AUTO LINE did not receive an actual performance date from the manufacturer, so BBB AUTO LINE assumed that the awards were carried out in a satisfactory and timely manner. However, in four of the cases (9.5%), there was no record that BBB AUTO LINE sent the consumer a verification letter, and, in cases that were settled in 2022 but whose performance deadlines were in 2023, the verification letters were often sent months after the deadlines.

The majority (58.3%) of the cases that were reported by consumers as delayed and in which BBB AUTO LINE records can confirm the date of performance indicate that performance occurred within twenty days of the deadline. The remedies for three cases (25.0%) took place more than sixty days after the deadline. Additionally, there were two cases (16.6%) in which consumers or manufacturers reported to BBB AUTO LINE that performance occurred within the designated time period.

### TIMING QUESTIONS

More discrepancies appeared between BBB AUTO LINE internal indices and consumer responses regarding the time it took for their cases to be resolved.<sup>60</sup> 30 of the 202 consumer answers differed from BBB AUTO LINE's indices, resulting in an 14.9% discordance. Four of these discordant instances were "1R" cases.

In one of these instances, BBB AUTO LINE reported that the case had been delayed because the consumer was delayed over two weeks in providing the requested new information needed for their case; however, the consumer reported that the case had taken over three months to complete. The consumer's response reflects the date their initial case was opened and the date that their subsequent 1R case was closed. The other three cases were the result of similar confusion; the survey questions requested information specifically about the opening and closing

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<sup>60</sup> Appendix B, Q11-12 Chart.

dates of the most recent case in the 2022 calendar year, but the consumers answered based on the time it took to close both cases cumulatively. This confusion is understandable, as BBB AUTO LINE often refers to opening a 1R case as “reopening” a case in letters to consumers.

In the twenty-five remaining cases, consumers misunderstood when BBB AUTO LINE considers a case closed.<sup>61</sup> BBB AUTO LINE considers the duration of the case to be the time between the date that BBB AUTO LINE receives a consumer’s claim form and the date that BBB AUTO LINE distributes the mediated settlement letter or the arbitrator’s decision. Twenty-two consumers misunderstood when BBB AUTO LINE closes a case and answered based on the amount of time it took the manufacturer to perform the settlement. Similarly, three consumers answered based on the amount of time between the beginning of the claim and when they received the final revised version of their settlement letter, while BBB AUTO LINE marks the case as closed upon the distribution of the first settlement agreement. In one of these cases, although nowhere near the delay of four months that the consumer reported, there was a significant delay. The arbitration hearing was set for a date that was almost two months after BBB AUTO LINE received the consumer complaint form, and the arbitrator took eleven days to issue a decision. The delayed hearing date was because BBB AUTO LINE was attempting to mediate an agreement between the consumer and manufacturer. This was ultimately unsuccessful, and the case moved into arbitration. There were no extenuating circumstances noted in the case file regarding the delayed arbitrator’s decision. BBB AUTO LINE did not report this case as delayed in its indices, however, although its case file states that the case took 78 days to complete, which would constitute a clerical error by BBB AUTO LINE.

Consumers who ultimately withdrew their complaints were asked to confirm the number of days it took them to withdraw.<sup>62</sup> All consumers bar one agreed with BBB AUTO LINE’s indices, which indicated that they had withdrawn their claims within the first forty days of their case, resulting in a 6.2% discordance. The consumer who did not agree with BBB AUTO LINE indices ultimately settled their complaint with the dealer directly, resulting in BBB AUTO LINE categorizing their case as having been withdrawn from the BBB AUTO LINE program.

## DOCUMENTS

Of the 403 completed survey responses, 324 consumers (88.3%) 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 43 (11.7%) reported that they did not.<sup>63</sup> A microanalysis of BBB AUTO LINE records and case files revealed that BBB AUTO LINE did send out the standard program summary and a claim form to all of these consumers, and that the consumers returned the signed claim form to BBB AUTO LINE. That does not necessarily mean that the consumers received the summary documents; however, it does imply that they may have received but not read them or misremembered. There is also the possibility that the

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<sup>61</sup> The survey question is, admittedly, somewhat easy to misunderstand as it asks how long it took for BBB AUTO LINE to “settle your complaint.”

<sup>62</sup> Appendix B, Q15-16 Chart.

<sup>63</sup> Three reported that they were not sure. Appendix B, Q19 Chart.

documents never reached the consumer; however, since all these consumers returned their claim forms, that seems unlikely.

Of the 324 respondents who reported they had received both the summary and claim documents, 60.1% thought that the documents were “very” clear and understandable, while 34.9% thought they were “somewhat” clear and understandable, and 5.0% (16 respondents) thought that they were “not at all” clear and understandable.

Of these same 324 respondents, 48.4% reported that the documents were “very” helpful, 31.7% reported that they were “somewhat” helpful, and 19.9% reported that they were “not at all” helpful. Auditor reviewed the summary documents and found them clear and concise.

Of the 161 respondents whose cases were mediated by BBB AUTO LINE, 22 stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account. A microanalysis of the corresponding case files revealed that BBB AUTO LINE had indeed sent messages to these consumers apart from five consumers, although there is no guarantee that the consumers received or read them. The consumers who did not receive an explanation of the terms of their settlement were either ineligible for the program or did not return a signed claim form as required and should not have been included in the survey results.

Similarly, of the 41 applicable arbitrated cases, only five stated 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. In four of these cases, a microanalysis of the BBB AUTO LINE files revealed that a hearing/inspection notice was sent to the consumers and the manufacturers, both of whom attended. However, since the hearing happened over the phone, there may not have been an in-person inspection of the vehicle, resulting in this misunderstanding. In the remaining case, the consumer received a hearing notice, but ultimately settled with the manufacturer before further arbitration proceedings occurred.

## SATISFACTION

**Satisfaction with Arbitrator.** When asked how they would grade the arbitrator on understanding the facts of their case, all but one of the consumers who were awarded a remedy gave the arbitrator an A, while the grades given by consumers who received no reward varied from A to F, resulting in an average grade of C+. Similarly, when asked about the objectivity and fairness of the arbitrator, reaching an impartial decision, and reaching a reasoned and well-thought-out decision, the majority of the consumers who received a reward gave them an A and 10.5% gave them an F, while consumers who did not varied between A-F (mostly leaning towards F), resulting in an average grade of C+.

**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.

**Recommendation of BBB AUTO LINE.** In total, 64.7% 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 83.4%. Therefore, consumers who were eligible for BBB AUTO LINE's program were more likely to recommend it to others.

## CONCLUSION

The margin of error for questions within this survey that were posed to all consumers was +/-4%, which increased as the number of participants who were asked each question decreased. The smallest sample size, sixteen, had a margin of error of +/-21%. 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 on the discordant answers, many of them were a result of misinterpretation.

**Typo.** In two cases, a consumer made a typo or did not correct an initial typo, resulting in a discordant answer.

**Question Misinterpretation.** 71.0% of the process question discordances were the result of consumers misunderstanding the survey question, most commonly classifying their ineligible cases as having no remedy or responding with a remedy they obtained directly from the manufacturer without the help of BBB AUTO LINE. A significant portion of these cases answered that their cases had not yet been resolved; however, they were most likely referring to their remedies still being in process, as the BBB AUTO LINE case files all contained mediated settlement agreements.

61.5% of the relief question discordances were also due to misunderstandings concerning the survey questions. Consumers whose responses were discordant most often answered the questions in this section with respect to the ultimate remedy they obtained, as opposed to the resolution of their case through the BBB AUTO LINE program. Some consumers whose cases were arbitrated responded that they had no remedy, while BBB AUTO LINE records classified their cases as ineligible or as having received an arbitration decision.

**Timing Misinterpretation.** 96.4% of the timing question discordances were the result of the consumer misunderstanding either when BBB AUTO LINE opens a case or when BBB AUTO LINE closes a case. The majority of these consumers considered the closing date of their case the date that their remedy or award was carried out, while BBB AUTO LINE considered the closing date to be the date that (in the case of mediation) the settlement agreement was sent to the consumer and the manufacturer or (in the case of arbitration) the date that the arbitrator's decision was sent to the consumer and the manufacturer. Additionally, some of these cases were 1R cases, and while BBB AUTO LINE considered the initial case and the 1R case separate in terms of the period of time before a decision or mediation was made, the consumer did not.

**Did Not Return Form.** 29% of the process question discordances were because the consumer did not sign and return their claim forms, which resulted in their cases being categorized as ineligible by BBB AUTO LINE but were most often answered by the consumers as having no resolution or with the results of settlements brokered outside of BBB AUTO LINE. Similarly, 38.5% of the relief question discordances were the result of BBB AUTO LINE classifying a case as ineligible and the consumer responding to the survey question with a remedy they obtained outside of the BBB AUTO LINE program.

**BBB AUTO LINE Error.** There were only three instances that could be classified as errors in BBB AUTO LINE's recordkeeping. In one case, a consumer contacted BBB AUTO LINE, gave BBB AUTO LINE the information necessary for the claim form, then signed a returned claim form after correcting the model of their car, although BBB AUTO LINE did not correct their internal indices to reflect that change. In the second, BBB AUTO LINE mediated an initial settlement agreement between the manufacturer and the consumer for an inspection and repair, but the manufacturer was unable to repair the vehicle. BBB AUTO LINE then mediated a second settlement agreement for the same case, this time for a repurchase. BBB AUTO LINE records were not updated to reflect the changes in either of these cases, resulting in one discordant answer to a general information question and one discordant answer to a relief question. In the third, both the scheduled hearing date and the distribution of the arbitrator's decision for the case in question were delayed significantly, and although the BBB AUTO LINE case file did reflect this, the BBB AUTO LINE indices did not.

After disregarding the discordant answers that were due to one of the three categories of consumer misinterpretations, there were only three instances across all questions in which BBB AUTO LINE's internal indices differed greatly from consumer answers, which is 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.<sup>64</sup>

## ANALYSIS

The sampling frame for the Florida survey was 945 and was conducted nightly by phone for a one-week period with up to four call attempts per respondent. Of the 945 samples, 216 surveys were completed in Florida, which resulted in a response rate of 24.7%, the second highest overall. 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. The margin of error for the Florida survey was +/-6%, which increases when questions are posed to smaller groups.

The macro analysis compared BBB AUTO LINE records with survey results. Records that did not match the corresponding survey result constituted a discordance that triggered a micro analysis. The micro analysis compared survey answers to individual case records to identify reasons for the discordance. There were 43 discordances across all applicable survey questions.

## GENERAL INFORMATION

Complaints handled in 2022 mainly consisted of vehicles from 2020-2022.<sup>65</sup> 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.<sup>66</sup> 40.0% of consumers found that they could file a complaint with BBB AUTO LINE either from the dealership or manufacturer representative or the BBB AUTO LINE. Only 11.0% 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.<sup>67</sup>

## PROCESS QUESTIONS

Half of the cases were handled by a combination of mediation (38.0%) or arbitration (12.0%), while 42.1% of cases were deemed ineligible under the BBB AUTO LINE program. 93.1% of the consumers were in agreement with BBB AUTO LINE records.<sup>68</sup> There were a total of 15 discordant cases.

Most of the discordance resulted from consumer misunderstanding of the question posed. Eight of the consumers with discordant responses answered with details of the settlement with the

<sup>64</sup> 16 CFR § 703.7(b)(3)

<sup>65</sup> Appendix B, Q1 Chart.

<sup>66</sup> Appendix B, Q2 Chart.

<sup>67</sup> Appendix B, Q3 Chart.

<sup>68</sup> Appendix B, Q4-Q5 Chart.



manufacturer outside of BBB AUTO LINE,<sup>69</sup> whereas BBB AUTO LINE categorized the cases as “mediated” or “ineligible” only, based on the portion of the case that was within their purview. Three consumers stated that their cases were ineligible, while BBB AUTO LINE records stated that they reached a mediated settlement agreement with the manufacturer. After further review, Auditor found that these consumers likely answered that their cases were ineligible despite the settlement agreements on file because they were ineligible for their preferred remedy.<sup>70</sup> These eleven discordant records resulted from consumer misunderstanding.

The remaining four discordant cases resulted from consumers claiming that their case was not yet resolved, most of which were due to a failure to return a signed claim form as required by the program. BBB AUTO LINE marked these cases as “ineligible” because the claim form is required before any further casework is done. These consumers who did not return a signed claim form marked their case as “not resolved yet.” BBB AUTO LINE closes these cases if the signed claim form is not returned within 10 days, which is communicated to the consumer on the cover letter sent with the initial claim form and information about the BBB AUTO LINE program and applicable Lemon Laws. Consumers are also sent a closing letter after this period expires.

## RELIEF QUESTIONS

The Florida survey revealed most cases reached a mediated settlement agreement before the case was scheduled for arbitration. 58.5% of the mediated cases and 53.8% of the arbitrated cases resulted in refunds (usually in the form of a buy-back) or replacements, while 25.6% (mediated) and 7.7% (arbitrated) resulted in a repair or inspection. The remaining cases were awarded wither another remedy or no remedy.

When asked to confirm the remedies that resulted from their BBB AUTO LINE cases, four of one hundred and eight consumers disagreed with BBB AUTO LINE’s records.<sup>71</sup> Two of these cases were categorized by BBB AUTO LINE as ineligible, one of which was due to the consumer not returning a signed claim form; the consumers answered this question based on an agreement they came to with the manufacturer outside of BBB AUTO LINE. The third consumer stated that their final remedy was a refund or replacement, while BBB AUTO LINE categorized their remedy as a repair. An examination of the case file revealed that the mediated settlement agreement was for a final repair attempt; however, under Florida Lemon Law, the warrantor has a duty to repurchase or replace the vehicle if it is not possible to repair during the Final Repair Attempt. This is likely the cause of the misunderstanding. The final consumer denied that the manufacturer refunded or replaced their vehicle, instead stating that they could not answer the question because they had signed a nondisclosure agreement. This response should not have been marked as a discordance as it neither agrees nor disagrees with BBB AUTO LINE records.

When consumers were asked to recall if they accepted the arbitration decision by returning the form provided by BBB AUTO LINE, 86.7% of the responses were in concordance with

<sup>69</sup> Manufacturers will often offer voluntary settlement to consumers despite ineligibility to garner continued brand loyalty.

<sup>70</sup> Florida Lemon Law requires the consumer to allow the manufacturer at least three repair attempts as well as a FRA (Final Repair Attempt), unless the vehicle has been out of service for more than 15 days cumulatively for repair of a single nonconformity.

<sup>71</sup> Appendix B, Q6-Q7 Chart.

BBB AUTO LINE's records. BBB AUTO LINE records show that an acceptance/rejection form was sent to consumers who participated in an arbitration hearing and asked whether they accepted the decision. Two of the fifteen cases were discordant. In the first case the consumer stated that they rejected the decision, but BBB AUTO LINE records contain an acceptance form signed by the consumer. The other case the consumer stated that they accepted the decision, but BBB AUTO LINE records indicate that the consumer rejected the decision using the form. Both discordances likely resulted from the consumer misremembering or misunderstanding the question.

#### WITHDRAWN CASES

There was a total of six withdrawn cases. Four cases were withdrawn because the parties settled the matter outside of BBB AUTO LINE or the vehicle was ultimately fixed. The remaining two cases were withdrawn for some other reason. Micro analysis revealed these reasons ranged from the consumer stating that the case had not been resolved yet or that the dealer had provided a refund. BBB AUTO LINE records revealed that these consumers called to voluntarily withdraw their claim with no further information.

#### COMPLIANCE QUESTIONS

Settlement or terms of a decision for 64.6% of mediated cases were carried out within the time specified, including any extension agreed upon. 55.6% of arbitrated cases had settlement or terms of a decision carried out within the time specified, including any extension agreed upon. Settlement or terms of a decision for 63.6% of mediated/arbitrated-combined cases were carried out timely. 5.7% 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. 10.2% 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. Four of these consumers reported that the manufacturer attempted repairs to their vehicles, but the repairs did not solve the problem. One consumer stated that they had taken an action that prevented the manufacturer from fulfilling the agreement, while the other three stated that they had not.

#### TIMING QUESTIONS

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. Most arbitration cases took over 41 days for a decision to be issued. Mediated cases were typically resolved within 40 days. Concordance with BBB AUTO LINE records was 77.8% resulting in a total of twenty-four discordant cases.<sup>72</sup>

The majority (70.8%) of these twenty-four discordant cases were the result of consumers misunderstanding when BBB AUTO LINE considers a case to be closed. Three of these cases involved multiple settlement agreements; BBB AUTO LINE considered the cases to be closed when the first settlement agreement is sent to the consumer, while the consumers answered based on

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<sup>72</sup> Appendix B, Q11-Q12 Chart.

the date of the subsequent arbitration decision or revised settlement agreement(s).<sup>73</sup> Similarly, the consumers in the sixteen other cases answered these survey questions based on the time that it took for their remedy to be performed by the manufacturer.<sup>74</sup>

Three of the twenty-four discordances were 1R cases.<sup>75</sup> These consumers answered the survey questions about the duration of their most recent case based on the date their initial case began and the date their subsequent case ended. When BBB AUTO LINE reopens a closed case as a 1R case, the 40-day clock is restarted as it is considered a new case. Similarly, two other cases were closed and then the consumers opened new (not 1R) cases concerning the same vehicle. These consumers answered the survey questions based on the opening date of their first case and the closing date of their second case. BBB AUTO LINE, however, considers these two separate cases with different start and end dates.

## DOCUMENTS

The Florida survey revealed 83.5% of consumers received a claim form and explanation of the program after initially contacting BBB AUTO LINE and 60.8% of those who did receive the materials found the documents to be very clear and understandable. Further, only 54.8% of consumers who found the documents to be clear and understanding found them to be very helpful. A micro analysis of case openings revealed that a program summary was sent with the claim form to every consumer, although the consumer may not have read or remembered receiving the document. The program summary consisted of information regarding warranty claims covered and not covered by Lemon Law and state-specific Lemon Law, if applicable. Auditor found the program summary to be straight-forward and concise.

After settlement, 89.6% of mediated cases received an explanation of settlement after one was reached by either mail, email, or online account. A microanalysis revealed that only one of these consumers was not sent a settlement agreement by BBB AUTO LINE. This was because the consumer in question did not return their signed complaint form with the information necessary to begin the mediation process. This case was marked as ineligible in BBB AUTO LINE's internal indices and should not have been included in this question.

84.6% of arbitrated cases received a hearing or vehicle inspection notice by mail, email, or online account telling them when and where to go. 96.2% reported that they did receive a copy of the arbitrator's decision by mail, email, or online account. The only person who did not reported that they learned about the decision by phone. However, BBB AUTO LINE records indicate that the consumer was sent a copy of the decision by mail and returned a signed rejection of the decision. As such, this was a consumer error when responding to the survey question.

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<sup>73</sup> One of these cases was delayed significantly, although BBB AUTO LINE indices did not reflect that. However, it was not as delayed as the consumer's answer suggested it was.

<sup>74</sup> The survey question is, admittedly, somewhat easy to misunderstand as it asks how long it took for BBB AUTO LINE to "settle your complaint."

<sup>75</sup> A case that had previously been closed because of mediation or arbitration by BBB AUTO LINE and then reopened when the customer was not satisfied with the manufacturer's performance of the settlement.

## SATISFACTION

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

**Satisfaction with BBB AUTO LINE Staff.** Consumers 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. The average overall grade for BBB AUTO LINE staff was a C+. Survey results for BBB AUTO LINE staff grading were not divided by result of the consumers' claims.

**Recommendation of BBB AUTO LINE.** Consumers who participated in mediation or arbitration were more likely to recommend BBB AUTO LINE to friends or family than those who did not. Of the total surveyed, 69.2% of respondents would recommend BBB AUTO LINE to friends and family. Of those who had their cases mediated or arbitrated, 83.8% of respondents would recommend BBB AUTO LINE to friends and family.

## CONCLUSION

As previously stated, the margin of error for the Florida survey was +/- 6%, which increases when questions are posed to smaller groups. Although the response rate was the second highest among the three surveys, discordant records were included in the survey results.

The main sources of discordance were timing error, question error, failure to return a signed claim form, and error on behalf of BBB AUTO LINE.

**Timing Misinterpretation.** Timing error resulted from consumer misunderstanding of when their case started and ended. In Florida, BBB AUTO LINE considers the start date for its cases to be the date that a consumer first contacts BBB AUTO LINE with a complaint and the end to be date when a mediated settlement agreement or arbitration decision has been sent to the consumer and manufacturer, or when a consumer has been told that their case is ineligible. 54.5% of the total number of discrepancies across all questions were the result of timing misinterpretation.

**Question Misinterpretation.** Question error resulted from consumer misunderstanding of the question posed, but not a misunderstanding of the start and end date of the case. A common example consisted of BBB AUTO LINE categorizing a case as "ineligible," but the consumer reported their case as "settled." Although the consumer settled with the manufacturer, they did so outside of the BBB AUTO LINE program, and therefore is not the result of the BBB AUTO LINE case. 34.1% of the total number of discrepancies across all questions were the result of consumers misinterpreting or mishearing the question for a reason that did not involve timing.

**Did Not Return Form.** Some consumers did not return their signed complaint forms. These forms are necessary for work to begin on the case, so if the form is not returned within ten days, the case will be closed and categorized as ineligible. BBB AUTO LINE does send follow-ups before the case is closed for failure to return the required form and should continue to do so. 6.8% of the

total number of discordant cases were the result of the consumer not returning their complaint form.

**BBB AUTO LINE Error.** Only one error was made by BBB AUTO LINE's staff; one case was categorized as having taken 40 days or less, while the case file stated that it had taken 78 days from the date the case was opened until the date the arbitrator issued their decision.

BBB AUTO LINE's internal indices matched consumers' responses substantially and were well within the margin of error. Auditor finds that BBB AUTO LINE's records for Florida consumers were 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.<sup>76</sup>

## ANALYSIS

While the FTC requires a yearly Audit of BBB AUTO LINE at a national level, Florida and Ohio also require state-specific Audits to verify and evaluate the adequacy of BBB AUTO LINE's record-keeping and reporting.

The sampling frame for Ohio was 203, and, due to sample limitations, 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, and then were combined with the completed responses from the national survey. This resulted in a 31.7% response rate and a total of 60 completed survey responses. Because the sample size was so limited, the margin of error for this survey was +/-10%, which makes the accuracy of these figures questionable at best.

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.

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, which is reasonable given that BBB AUTO LINE primarily deals with Magnuson-Moss and the various state Lemon Laws, which require the vehicles to be under warranty. The oldest cases (2011-2017) were deemed ineligible. The manufacturers had attempted to repair most of the vehicles in question at least once, and 35.6% of these cases pertained to vehicles that had been through four or more repair attempts.<sup>77</sup>

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. Only three consumers learned about BBB AUTO LINE from their warranty documents.<sup>78</sup> This data supports the continuation of the trend noted by the previous Auditor; consumers are increasingly looking online or to their dealership before their warranty documents, which emphasizes the importance of supplemental materials.

<sup>76</sup> 16 CFR § 703.7(b)(3)

<sup>77</sup> Appendix B, Q2 Chart.

<sup>78</sup> Appendix B, Q3 Chart.

## PROCESS QUESTIONS

The first discrepancies between the survey results and BBB AUTO LINE's internal records appeared when the consumers were asked how BBB AUTO LINE addressed their cases.<sup>79</sup> They were asked to confirm that their complaints were either ineligible, withdrawn, mediated, or arbitrated. Three of the sixty eligible cases (5.0%) disagreed with BBB AUTO LINE's internal records.

In one of these cases, BBB AUTO LINE's indices indicated that the complaint was ineligible, and the customer disagreed but went on to report that BBB AUTO LINE said their complaint was not eligible, thus actually agreeing with BBB AUTO LINE's records.

In a second case, BBB AUTO LINE's case files indicated that the case was mediated and resulted in a settlement with the manufacturer, while the consumer disagreed, stating in their answer to the survey question that the manufacturer "TOLD ME THEY NEVER SAID THE CAR WAS A LEMON."<sup>80</sup> A review of the corresponding BBB AUTO LINE case file revealed that the consumer and the manufacturer had agreed to a repurchase, so the consumer may have misinterpreted the question to mean whether or not they and the manufacturer agreed that the vehicle was a lemon, as opposed to coming to a settlement agreement.

In the third case, BBB AUTO LINE indices classified the complaint as ineligible, while the consumer said that an arbitrator settled the case. BBB AUTO LINE records indicated that the consumer was sent a letter saying that the person in charge of the case had determined that the vehicle was ineligible since the consumer no longer owned or leased the vehicle. The consumer, therefore, may have understood this to mean that an arbitrator settled the case, while BBB AUTO LINE recorded it as an ineligible case.

## RELIEF QUESTIONS

Similarly, some of the discordance between BBB AUTO LINE's internal indices and consumer responses to relief questions<sup>81</sup> can be explained by a consumer misunderstanding or misinterpreting the survey questions. The consumers whose cases were mediated 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. For this question, there were only two discordant answers from a total of twenty-eight (7.1%).

In one of the two discordant cases, BBB AUTO LINE's indices indicated that the manufacturer and consumer had agreed on a remedy that was not a repair or repurchase, but the consumer reported that the result had been a repair. A review of BBB AUTO LINE's case files revealed that the mediation had resulted in the manufacturer providing the consumer with a Reward Points Certificate, which the consumer could then redeem for maintenance at one of the manufacturer dealerships, the purchase of another vehicle, or another applicable offering. The

<sup>79</sup> Appendix B, Q4-4A Chart.

<sup>80</sup> TechnoMetrica Survey Responses.

<sup>81</sup> Appendix B, Q6-6A Chart.

consumer may have then redeemed their Certificate for repairs to their vehicle outside the purview of BBB AUTO LINE, resulting in this discrepancy.

In the second, the consumer was asked what relief was provided by their settlement, as BBB AUTO LINE records had classified their case as “mediated and unknown remedy.” The consumer replied that the remedy had been a repair attempt, though an examination of their case file reveals that the written settlement terms sent to the consumer by BBB AUTO LINE stated that the consumer would receive a goodwill payment from the manufacturer and a complimentary Extended Service Plan. This case was also a “1R” case<sup>82</sup> where the previous settlement agreement was that the manufacturer would inspect and repair any warrantable issues, so this may be the source of the discordance, in addition to a miscategorization of this case by BBB AUTO LINE in their internal indices.

Consumers whose cases were arbitrated by BBB AUTO LINE were asked the same question,<sup>83</sup> and among the eight eligible cases there was only one discordance (12.5%). BBB AUTO LINE indices indicated that the consumer's case was ineligible, while the consumer responded that there was no remedy. BBB AUTO LINE judged the case ineligible as the customer had traded in their vehicle with the dealership and no longer owned it; so, although it is true that there was no remedy for the consumer through BBB AUTO LINE, that was because the case was ineligible for the program.

#### WITHDRAWN CASES

A total of five Ohio consumers who withdrew their cases completed this survey, and all stated that they withdrew their complaint not because they settled the matter, the vehicle was fixed, or they sold the vehicle, but for some other reason. These reasons varied from hiring a lawyer, to ineligibility, to pursuing the consumer's preferred outcome for the case outside of BBB AUTO LINE.

#### COMPLIANCE QUESTIONS

Of the consumers whose cases were arbitrated or mediated and accepted an award, 86.7% of the awards were carried out within the time specified (including any extensions to which the consumer agreed). One award (3.3%) had, at the time of the survey, not yet been carried out, but the time limit had not yet expired. However, three consumers (10.0%) reported that their award had been carried out *after* the specified time period. A micro analysis of those cases revealed that, according to consumer correspondence within the corresponding case files, one of the awards had been carried out approximately two months after the arbitrator's decision (which had specified a thirty-day period). The other two consumers did not return their performance verification letters, so BBB AUTO LINE assumed that the awards were carried out in a satisfactory and timely manner.

#### TIMING QUESTIONS

<sup>82</sup> A case in which the consumer and vehicle in question had previously been aided by BBB AUTO LINE and then reopened when the customer was not satisfied with the manufacturer's performance of the settlement.

<sup>83</sup> Appendix B, Q7-7A Chart.



More discrepancies appeared between BBB AUTO LINE internal indices and consumer responses regarding the time it took for their cases to be resolved.<sup>84</sup> Three of the thirty-six consumer answers differed from BBB AUTO LINE's indices, resulting in an 8.3% discordance. Two of these discordant instances were "1R" cases (re-opened cases).

In one of these cases, the consumer and manufacturer initially agreed (five days after BBB AUTO LINE received the signed complaint form from the consumer) to an inspection and repair of the vehicle in question, and the case was closed. Later, the manufacturer informed BBB AUTO LINE that there was a delay and requested an extension, which the consumer was not willing to accept. Just under two weeks later, the consumer returned the verification letter and informed BBB AUTO LINE that the settlement had not taken place within the agreed-upon period.<sup>85</sup> The case was then reopened as a 1R case and resolved ten days later after BBB AUTO LINE mediated an agreement between the consumer and the manufacturer for a repurchase.

In the other 1R case, a written version of the initial settlement agreement (an inspection and repair of warrantable non-conformities) was sent to the consumer and the manufacturer eighteen days after BBB AUTO LINE received the consumer's signed complaint form. The BBB AUTO LINE case was then closed. Two days later, the consumer called BBB AUTO LINE and said that the manufacturer had not reached out to them to set up an appointment within the designated time period; the consumer said that they were no longer willing to accept a repair attempt and instead desired a replacement. The claim was reopened as a 1R case and closed the next day after the consumer and manufacturer agreed to a mediated settlement, which the consumer later rejected. The claim was reopened as a 2R case in 2023, which is beyond the scope of this Audit.

In both of these claims, both the initial case and the reopened case were closed within forty (40) days, so the most likely explanation for the discrepancies between BBB AUTO LINE's internal indices and the consumer responses is that the consumer answered based on the opening date of the initial case and the closing date of the subsequent 1R case, while BBB AUTO LINE's answer was determined based on the opening and closing date of the 1R case only.

In the third discordant case, the consumer initially returned their signed claim form after one reminder from BBB AUTO LINE but did not send in the necessary support documents until approximately two weeks later as they were attempting to resolve the claim with the dealer directly. The written settlement agreement mediated by BBB AUTO LINE was then sent to the consumer and manufacturer thirty days later. BBB AUTO LINE considered the case opened only when the signed claim form was returned to them, and considered the case closed when the settlement letter was sent; the consumer may have considered the day that they called BBB AUTO LINE to begin their claim form as the date that the case was opened, or the date that the manufacturer followed through with the settlement the closing date.

The survey question is, admittedly, somewhat easy to misunderstand as it asks how long it took for BBB AUTO LINE to "settle your complaint." Some consumers evidently interpreted the

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<sup>84</sup> Appendix B, Q11-12 Chart.

<sup>85</sup> The consumer also sent BBB AUTO LINE messages using the internal messaging system during those two weeks and did not receive any reply, which is concerning.

question to be asking about how long it took for their complaint to be resolved and based their answer on the date that their settlement agreements were carried out by the manufacturers.

Consumers who ultimately withdrew their complaints were asked to confirm the number of days it took them to withdraw it.<sup>86</sup> Four of the five eligible consumers agreed with BBB AUTO LINE's indices, which indicated that they had withdrawn their claims within the first forty days of their case, resulting in a 20.0% discordance. The fifth reported that it took 120 days before they withdrew their complaint; however, an examination of the BBB AUTO LINE case file revealed that the consumer sent in their signed complaint form in early February and indicated in late March that they did not wish to pursue their claim through BBB AUTO LINE. They instead communicated and came to an agreement with the manufacturer directly.

## DOCUMENTS

Of the sixty completed survey responses, fifty consumers (87.7%) reported that they received a claim form and an explanation of the BBB AUTO LINE program (and state Lemon Laws, if applicable) after they first contacted BBB AUTO LINE and seven (12.3%) reported that they did not.<sup>87</sup> A microanalysis of BBB AUTO LINE records and case files revealed that BBB AUTO LINE did send out the standard program summary and a claim form to all seven of these consumers, and that the consumers returned the signed claim form to BBB AUTO LINE. That does not necessarily mean that the consumers received the summary documents; however, it implies that they may have received but not read them or misremembered.

Of the fifty respondents who reported they had received both the summary and claim documents, 61.2% thought that the documents were "very" clear and understandable, 36.7% thought they were "somewhat" clear and understandable, while only 2.0% (one respondent) thought that they were "not at all" clear and understandable.

Of these same fifty respondents, 48.0% reported that the documents were "very" helpful, 28.0% reported that they were "somewhat" helpful, and 24.0% reported that they were "not at all" helpful. Auditor reviewed the summary documents and found them clear and concise.

Of the twenty-seven respondents whose cases were mediated by BBB AUTO LINE, only two stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account. A microanalysis of the corresponding case files revealed that BBB AUTO LINE had indeed sent messages to these consumers, although there is no guarantee that the consumers received or read them. Additionally, in one of these cases, the consumer pursued a remedy outside of BBB AUTO LINE, making the settlement letter superfluous though one was sent regardless.

Similarly, of the eight applicable arbitrated cases, only two stated 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. In one of these cases, a microanalysis of the BBB AUTO LINE file revealed that a hearing/inspection notice was sent to the consumer and the manufacturer,

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<sup>86</sup> Appendix B, Q15-16 Chart.

<sup>87</sup> Three reported that they were not sure. Appendix B, Q19 Chart.

both of whom attended. However, since the hearing happened over the phone, there may not have been an in-person inspection of the vehicle, resulting in this misunderstanding. In the other case, the consumer never reached the inspection or hearing phase as they no longer owned the vehicle in question. The case was deemed ineligible, and the case closed, so this particular case should not have been characterized as "arbitrated" for the purposes of this survey. This same case was the only one where the consumer responded that they did not get a copy of the arbitrator's decision via mail, email, or online account because the case was ineligible and therefore there was no arbitration hearing.

## SATISFACTION

**Satisfaction with Arbitrator.** When asked how they would grade the arbitrator on understanding the facts of their case, consumers who were awarded a remedy gave the arbitrator an A, while consumers who received no reward varied from B to F, resulting in an average grade of C. Similarly, when asked about the objectivity and fairness of the arbitrator, reaching an impartial decision, and reaching a reasoned and well-thought-out decision, consumers who received a reward gave them an A, while consumers who did not varied between C-F, resulting in an average grade of C.

**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.

**Recommendation of BBB AUTO LINE.** In total, 66.1% 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 82.9%. Therefore, consumers who were eligible for BBB AUTO LINE's program were more likely to recommend it to others.

## CONCLUSION

Due to the small sample size for this survey, the margin of error was +/-10% for questions that were posed to all sixty respondents. The margin of error increased as the survey pool decreased. Some questions could only be posed to as few as five consumers, bringing the margin of error up to +/- 43%. All questions that produced discordance were well within the margin of error, even without considering 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 misinterpretation.

**Question Misinterpretation.** Most of the discordant answers to the Process and Relief questions can be attributed to a consumer mishearing or misinterpreting the survey question, or a misinterpretation of BBB AUTO LINE's process. For example, one of the consumers disagreed when they were asked to confirm that their case was 'ineligible,' instead replying that it was 'not eligible,' indicating that they may have misheard the question. Another consumer with an ineligible case responded to the survey question saying that their case was not ineligible but that they were given 'no remedy.' These answers were marked as discordant, as the consumers first disagreed with BBB AUTO LINE records before offering their corrections, even though those corrections actually agreed with BBB AUTO LINE records. Similarly, some consumers may have

thought that the survey questions were asking about the ultimate outcome of their case, as opposed to the settlement terms or arbitration decision sent to them by BBB AUTO LINE.

**Timing Misinterpretation.** When consumers were asked how long it took for their complaint to be resolved, many of the discrepancies between their answers and BBB AUTO LINE's internal indices were the result of consumer timelines differing from BBB AUTO LINE's timelines. Most of the discordant cases were "1R" cases, which meant that the cases had previously been closed and then reopened as a new (but related) case when the consumer told BBB AUTO LINE that they were unsatisfied with their remedy. BBB AUTO LINE restarts the clock on 1R cases when they are reopened, as 1R cases are technically 'new' cases. However, some consumers measured the amount of time it took for their complaint to be resolved as the length of time from the opening of their initial case to the closing of their final case. Similarly, consumers may consider the opening date of their case as the day that they first contacted BBB AUTO LINE, while BBB AUTO LINE considers the opening date of the case to be the day that the consumer returns their signed complaint form in Ohio.

There was, however, one instance that could not be explained by a consumer misinterpretation. The case was marked as 'mediated with unknown remedy,' and the consumer responded that the remedy that best described their award was a repair. A review of BBB AUTO LINE's case files revealed that the consumer had been given a certificate for rewards points, which was then presumably redeemed for repairs to the consumer's vehicle. This case should have been categorized as 'mediated with other remedy'<sup>88</sup> rather than an unknown remedy.

Other than that minor discrepancy, and considering various consumer misinterpretations, 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.

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<sup>88</sup> One that is not a full or partial repurchase, replacement, or repair.

## 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 to provide their dealership employees with training regarding Mechanisms, or to include signs inside of dealerships or cards or placards in dealership service areas.
2. Auditor recommends that BBB AUTO LINE be more consistent when sending out reminder notices. Although most consumers from whom BBB AUTO LINE has not received a signed claim form will be sent a reminder notice, not all are, and there does not appear to be a consistent timeline on when said reminder will be sent to the consumer.
3. Auditor recommends that BBB AUTO LINE be more consistent when sending performance verification letters. Although verification letters are sent to the consumer in almost every applicable case, they are not sent in every case. Also, somewhat concerningly, a substantial portion of these verification letters are sent weeks or even as many as eight months after the performance deadline. This type of delay appears to happen most often for cases that begin in one calendar year and end in the next.
4. Auditor recommends changing the wording of Question 11, which currently reads: "According to BBB AUTO LINE records, it took <DAYS>days to settle your complaint, or, if you went to arbitration, to reach a decision about your complaint. Does that seem right?" This phrasing was the cause of the majority of the discordant answers, due to consumer confusion. Auditor recommends that "settle your complaint" should be changed to "reach a settlement agreement" and "reach a decision about your complaint" should be changed to "receive an arbitration decision." Similar phrasing should also be changed.

APPENDIXES PROVIDED IN SEPARATE PDF

# APPENDIX A

FIG.1

**Q3. How did you find out that you could file a complaint with BBB AUTO LINE? (Select all that apply)<sup>1</sup>**

	<b>2022 Cases</b>
<b>TOTAL</b>	403 100.0%
<b>BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)</b>	399 100.0%
<b>Manufacturer's manuals/other warranty documents</b>	54 13.5%
<b>Dealer or manufacturer rep</b>	93 23.3%
<b>BBB/BBB website/BBB AUTO LINE website</b>	61 15.3%
<b>Government website/office/official</b>	18 4.5%
<b>Other website (NOT BBB/BBB AUTO LINE/government)</b>	56 14.0%
<b>Lawyer</b>	13 3.3%
<b>Friend/family/word of mouth</b>	53 13.3%
<b>TV/Radio/Newspaper</b>	1 0.3%
<b>Had used the BBB AUTO LINE previously</b>	8 2.0%
<b>General knowledge</b>	21 5.3%
<b>Other</b>	41 10.3%

<sup>1</sup> BBB AUTO LINE Annual Audit Telephone Survey of 2022 Customers National Cases March 2023 (TechnoMetrica Market Intelligence).

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FIG. 2<sup>2</sup>

	Manufacturer materials/ Other warranty documents	Dealer or manufacturer representative
2015	14.6%	10.4%
2016	12.2%	16.6%
2017	12.0%	15.7%
2018	12.2%	23.3%
2019	14.5%	18.0%
2020	8.3%	17.3%
2021	8.8%	22.1%
2022	13.5%	23.3%

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<sup>2</sup> Chart is based on at least 400 consumers who completed the national survey each year.



FIG. 3<sup>3</sup>

# RESOLVE YOUR DISPUTE

**[Manufacturer]**  
is committed to providing you with exceptional customer service and complete owner satisfaction but we understand that sometimes problems can arise.

If you have a lemon law or other warranty-related vehicle dispute, we have partnered with BBB AUTO LINE to provide an out-of-court dispute resolution process to address your eligible vehicle defect that cannot be resolved with your dealership, with no out-of-pocket costs.

.....

**BBB AUTO LINE. Helping consumers and manufacturers resolve lemon law disputes since 1982.**

[bbbprograms.org/BBBAUTOLINE](http://bbbprograms.org/BBBAUTOLINE) 1-800-955-5100

**BBB Programs**  
BBB AUTO LINE<sup>®</sup>

<sup>3</sup> BBB AUTO LINE website ([www.bbbprograms.org/BBBAUTOLINE](http://www.bbbprograms.org/BBBAUTOLINE)).

# APPENDIX B

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BBB AUTO LINE ANNUAL AUDIO TELEPHONE SURVEY OF 2022 CUSTOMERS NATIONAL CASES 2023  
ON PAGE 1 OF APPENDIX B

BBB AUTO LINE ANNUAL AUDIO TELEPHONE SURVEY OF 2022 CUSTOMERS FLORIDA CASES 2023  
ON PAGE 32 OF APPENDIX B

BBB AUTO LINE ANNUAL AUDIO TELEPHONE SURVEY OF 2022 CUSTOMERS OHIO CASES 2023 ON  
PAGE 63 OF APPENDIX B

# **BBB AUTO LINE**

**Annual Audit**

**Telephone Survey of 2022 Customers**

**National Cases**

**March 2023**



70 Hilltop Road, Ramsey, NJ 07446  
Phone: 201-986-1288 | [www.technometrica.com](http://www.technometrica.com)

**Table of Contents**

- I. Introduction ..... 2**
- II. Methodology ..... 2-3**
- III. About TechnoMetrica ..... 3**
- IV. Survey Results. .... 4-31**
  - A. General Information ..... 4-6
  - B. Process Questions ..... 7
  - C. Relief Questions ..... 8-11
  - D. Withdrawn Cases ..... 12
  - E. Compliance Questions ..... 13-14
  - F. Timing ..... 15-18
  - G. Documents ..... 19-22
  - H. Satisfaction with Arbitrator ..... 23-26
  - I. Satisfaction with BBB AUTO LINE Staff ..... 27-30
  - J. Recommendation of BBB AUTO LINE ..... 30

## **BBB AUTO LINE**

### **Telephone Survey of 2022 Customers: National Cases**

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#### **I. INTRODUCTION**

Because of the BBB AUTO LINE's role in addressing warranty claims and state lemon law claims, the FTC requires an audit of the national program, and Florida and Ohio require state-specific audits.

Part of the requirements of the Federal audit is to evaluate the adequacy of BBB AUTO LINE's complaint handling procedures and to substantiate the accuracy of BBB AUTO LINE's record-keeping and reporting. This part of the audit is accomplished through a nationwide telephone survey of consumers who used the BBB AUTO LINE and whose case was closed in the year of the audit. Results of the survey are compared to BBB AUTO LINE's records. Separate surveys are also conducted in Florida and Ohio.

#### **II. METHODOLOGY**

##### **A. Questionnaire**

The questionnaire was similar to that used in last year's survey, with minor content and wording changes to optimize the instrument for current-year administration. TechnoMetrica programmed and fielded the survey using our telephone interviewing software and in-house call center. The same questionnaire was used for the National, Florida and Ohio surveys.

##### **B. Sampling**

BBB AUTO LINE provided a list of consumers whose cases closed in 2022. Prior to the field, TechnoMetrica cleaned the list using a multi-step process. Consumers who had submitted multiple complaints that were closed during the year were identified and only the most recent complaint was kept. Records without a valid contact phone number were omitted, as were cases represented by an attorney. After cleaning, the size of the National sampling frame was 5,719 records and included all states.

The sampling frame was then randomized and divided it into a total of 12 replicates: 11 replicates of 500 records each and 1 with 219 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 2022 cases. The National data collection touched 6 of the 12 replicates.

Because of sample limitations for the supplemental surveys in Florida and Ohio, a census approach was taken whereby as many completes as possible were obtained from remaining sample across all replicates, and those were then combined with completes obtained in the National survey.

The sampling frame for the Florida survey was 945. The frame for Ohio was 203.

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### **C. Fielding**

Telephone interviews were conducted nightly between 3/3/23 and 3/10/23, with up to 4 call attempts per respondent.

A total of 403 completes were obtained in the National survey, 216 in Florida and 60 in Ohio. The following table shows the response rate and margin of error for each of the surveys.

	Sampling Frame	All Used Sample	Valid Used Sample*	Completes	Response Rate	Margin of Error <sup>†</sup>
<b>National</b>	5719	2531	2399	403	16.8%	+/- 4.0
<b>Florida</b>	945	944	873	216	24.7%	+/- 6.0
<b>Ohio</b>	203	203	189	60	31.7%	+/- 10.0

\*Excludes sample without currently valid contact information

<sup>†</sup>Note that MOE is larger for subgroups and based questions

### **III. ABOUT TECHNOMETRICA**

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service firm offering enterprise-class research to a wide variety of clients in both the private and public sectors. For 30 years, we've served our clients an extensive menu of customizable research options backed by skilled personnel with a broad knowledge base spanning a wide variety of industries and research techniques.

In addition to our market research expertise, our nationally recognized polling arm, TIPP (TechnoMetrica Institute of Policy and Politics), achieved most accurate pollster status for the last 5 consecutive Presidential elections (2004, 2008, 2012, 2016 and 2020).

TechnoMetrica is a certified MBE/DBE/SBE and is a member of a number of industry organizations, including AAPOR and the American Marketing Association.

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### IV. SURVEY RESULTS

##### A. GENERAL INFORMATION

Year of the vehicle involved in the complaint filed with BBB AUTO LINE

	<b>2022 Cases</b>
<b>TOTAL</b>	403
	100.0%
2010 or older	1
	0.2%
2011	5
	1.2%
2012	2
	0.5%
2013	7
	1.7%
2014	9
	2.2%
2015	11
	2.7%
2016	20
	5.0%
2017	40
	9.9%
2018	34
	8.4%
2019	34
	8.4%
2020	58
	14.4%
2021	97
	24.1%
2022	80
	19.9%
2023	5
	1.2%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### A. GENERAL INFORMATION (cont'd)

Q1A. The BBB AUTO LINE's records show they handled a complaint in 2022 about your <make> vehicle. Is that correct?

	2022 Cases
TOTAL	403
	100.0%
Yes	400
	99.3%
No	3
	0.7%

Q2. How many times, if any, did the dealer or manufacturer try to repair that vehicle before you filed the complaint?

	2022 Cases
TOTAL	403
	100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	395
	100.0%
One	45
	11.4%
Two	41
	10.4%
Three	66
	16.7%
Four or more	174
	44.1%
None	69
	17.5%



## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### A. GENERAL INFORMATION (cont'd)

Q3. How did you find out that you could file a complaint with BBB AUTO LINE? (Select all that apply)

	2022 Cases
<b>TOTAL</b>	403
	100.0%
<b>BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)</b>	399
	100.0%
<b>Manufacturer's manuals/other warranty documents</b>	54
	13.5%
<b>Dealer or manufacturer rep</b>	93
	23.3%
<b>BBB/BBB website/BBB AUTOLINE website</b>	61
	15.3%
<b>Government website/office/official</b>	18
	4.5%
<b>Other website (NOT BBB/BBB AUTOLINE/government)</b>	56
	14.0%
<b>Lawyer</b>	13
	3.3%
<b>Friend/family/word of mouth</b>	53
	13.3%
<b>TV/Radio/Newspaper</b>	1
	0.3%
<b>Had used the BBB AUTOLINE previously</b>	8
	2.0%
<b>General knowledge</b>	21
	5.3%
<b>Other</b>	41
	10.3%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### B. PROCESS QUESTIONS

##### Q4-Q5. Case Type after Verification (TYPE2)

	2022 Cases
<b>TOTAL</b>	403
	100.0%
<b>Mediation</b>	161
	40.0%
<b>Arbitration</b>	41
	10.2%
<b>Withdrawn</b>	16
	4.0%
<b>Ineligible</b>	159
	39.5%
<b>Other</b>	26
	6.5%
<b>MED/ARB COMBINED</b>	202
	50.1%

##### Consumer Agreement with BBB AUTO LINE Records (imported TYPE1 vs. verified TYPE2)

	Verified Case Type				
	Mediated	Arbitrated	Withdrawn	Ineligible	Other
<b>TOTAL</b>	161	41	16	159	26
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>Mediation (Imported)</b>	154	2	-	2	12
	95.7%	4.9%	-	1.3%	46.2%
<b>Arbitration (Imported)</b>	-	38	-	-	1
	-	92.7%	-	-	3.8%
<b>Withdrawn (Imported)</b>	-	-	15	2	1
	-	-	93.8%	1.3%	3.8%
<b>Ineligible (Imported)</b>	7	1	1	155	12
	4.3%	2.4%	6.3%	97.5%	46.2%

Concordance: 362/403 = 89.8%

Discordance: 41/403 = 10.2%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

---

**C. RELIEF QUESTIONS**

**I. Mediated Cases**

**Q6-Q6A. Final Remedy after Verification-Mediated Cases (REM2M)**

	<b>2022 Cases</b>
<b>BASE: MEDIATED CASES</b>	161
	100.0%
<b>Refund/Replacement</b>	82
	50.9%
<b>Repair</b>	49
	30.4%
<b>Other</b>	30
	18.6%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2M)**

	<b>Verified Remedy</b>		
	<b>Refund/Replace</b>	<b>Repair</b>	<b>Other</b>
<b>BASE=MEDIATED CASES</b>	82	49	30
	100.0%	100.0%	100.0%
<b>Refund/Replacement (Imported)</b>	78	1	2
	95.1%	2.0%	6.7%
<b>Repair (Imported)</b>	1	42	-
	1.2%	85.7%	-
<b>Other (Imported)</b>	-	2	28
	-	4.1%	93.3%
<b>None (Imported)</b>	-	-	-
	-	-	-
<b>Ineligible/Withdrawn Cases (Imported)</b>	3	4	-
	3.7%	8.2%	-

**Concordance: 148/161 = 91.9%**

**Discordance: 13/161 = 8.1%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**C. RELIEF QUESTIONS (cont'd)**

**II. Arbitrated Cases**

**Q7-Q7A. Final Remedy after Verification-Arbitrated Cases (REM2A)**

	2022 Cases
<b>BASE: ARBITRATED CASES</b>	41 100.0%
<b>Refund/Replacement</b>	15 36.6%
<b>Repair</b>	3 7.3%
<b>Other</b>	2 4.9%
<b>None</b>	21 51.2%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2A)**

	Verified Remedy			
	Refund/Replacement	Repair	Other	None
<b>BASE=ARBITRATED CASES</b>	15 100.0%	3 100.0%	2 100.0%	21 100.0%
<b>Refund/Replacement (Imported)</b>	15 100.0%	- -	- -	- -
<b>Repair (Imported)</b>	- -	3 100.0%	- -	2 9.5%
<b>Other Remedy (Imported)</b>	- -	- -	2 100.0%	- -
<b>None (Imported)</b>	- -	- -	- -	18 85.7%
<b>Ineligible/Withdrawn Cases (Imported)</b>	- -	- -	- -	1 4.8%

Concordance: 38/41 = 92.7%

Discordance: 3/41 = 7.3%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**C. RELIEF QUESTIONS (cont'd)**

**III. Mediated/Arbitrated Cases Combined**

**Q6-Q7. Final Remedy after Verification-Mediated and Arbitrated Cases (REM2M and REM2A)**

	<b>2022 Cases</b>
<b>BASE: MEDIATED AND ARBITRATED CASES</b>	202 100.0%
<b>Refund/Replacement</b>	97 48.0%
<b>Repair</b>	52 25.7%
<b>Other</b>	32 15.8%
<b>None</b>	21 10.4%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2M and REM2A)**

	<b>Verified Remedy</b>			
	<b>Refund/Replacement</b>	<b>Repair</b>	<b>Other</b>	<b>None</b>
<b>BASE=MEDIATED AND ARBITRATED CASES</b>	97 100.0%	52 100.0%	32 100.0%	21 100.0%
<b>Refund/Replacement (Imported)</b>	93 95.9%	1 1.9%	2 6.3%	- -
<b>Repair (Imported)</b>	1 1.0%	45 86.5%	- -	2 9.5%
<b>Other Remedy (Imported)</b>	- -	2 3.8%	30 93.8%	- -
<b>None (Imported)</b>	- -	- -	- -	18 85.7%
<b>Ineligible/Withdrawn Cases (Imported)</b>	3 3.1%	4 7.7%	- -	1 4.8%

**Concordance: 186/202 = 92.1%**

**Discordance: 16/202 = 7.9%**

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

#### C. RELIEF QUESTIONS (cont'd)

Q7B. Did you accept the arbitrator's decision by returning a form that BBB AUTO LINE provided to you?

	2022 Cases
TOTAL ARBITRATED CASES WITH AWARD	20 100.0%
BASE: ARBITRATED CASES WITH AWARD AND NOT SURE EXCLUDED	18 100.0%
Yes	17 94.4%
No	1 5.6%

	Total	Refund/ Replacement	Repair	Other	All Remedies	None
TOTAL ARBITRATED CASES WITH AWARD	20 100.0%	15 100.0%	3 100.0%	2 100.0%	20 100.0%	- -
BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)	18 100.0%	15 100.0%	2 100.0%	1 100.0%	18 100.0%	- -
Yes	17 94.4%	14 93.3%	2 100.0%	1 100.0%	17 94.4%	- -

Consumer Agreement with BBB AUTO LINE Records AR vs. verified Q7B (using Table AR1)

	Verified Accepted/Rejected	
	Accepted	Rejected
BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)	17 100.0%	1 100.0%
Accepted (Imported)	16 94.1%	- -
Rejected (Imported)	1 5.9%	1 100.0%
No Entry	- -	- -

Concordance: 17/18 = 94.4%

Discordance: 1/18 = 5.6%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### D. WITHDRAWN CASES

Q8. Which of the following best describes why you withdrew your complaint?

	2022 Cases
<b>BASE: WITHDRAWN CASES</b>	16
	100.0%
<b>You settled the matter or your car was fixed</b>	8
	50.0%
<b>You sold the car</b>	-
	-
<b>Some other reason</b>	8
	50.0%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**E. COMPLIANCE QUESTIONS**

**Q9-Q10. Which of the following applies to your case? The manufacturer...**

	Mediated	Arbitrated*	Med/Arb Combined
<b>TOTAL</b>	161	17	178
	100.0%	100.0%	100.0%
<b>BASE=TOTAL (NOT SURE EXCLUDED)</b>	159	15	174
	100.0%	100.0%	100.00%
<b>Carried out the settlement/terms of decision within the time specified, including any extension to which you agreed</b>	109	9	118
	68.6%	60.0%	67.8%
<b>Carried out the settlement/terms of decision after the time specified, including any extension to which you agreed</b>	24	5	29
	15.1%	33.3%	16.7%
<b>Has not yet carried out the settlement/terms of decision, but the time to do so has not yet expired</b>	14	-	14
	8.8%	-	8.0%
<b>Has not yet carried out the settlement/terms of decision, and the time to do so has expired</b>	12	1	13
	7.5%	6.7%	7.5%

*\*BASE: ARBITRATED CASES WHO ACCEPTED ARBITRATION AWARD (EXCEPT NO AWARD)*

**Q9A-Q10A. Which of the following best applies to your case?**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=THOSE WITH NON-COMPLIANT <u>REPAIR</u> REMEDY</b>	3	-	3
	100.0%	-	100.0%
<b>Didn't examine your car</b>	-	-	-
	-	-	-
<b>Examined your car and decided that no repair was needed</b>	-	-	-
	-	-	-
<b>Tried to fix your car, but the repair didn't solve the problem</b>	3	-	3
	100.0%	-	100.0%
<b>Something else</b>	-	-	-
	-	-	-



## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### E. COMPLIANCE QUESTIONS (cont'd)

Q9B-Q10B. Had you taken some action, like selling the car, that prevented the manufacturer from complying?

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=THOSE WITH NON-COMPLIANT REMEDY</b>	12	1	13
	100.0%	100.0%	100.0%
<b>BASE=THOSE WITH NON-COMPLIANT REMEDY (NOT SURE EXCLUDED)</b>	12	1	13
	100.0%	100.0%	100.0%
<b>Yes</b>	1	-	1
	8.3%	-	7.7%
<b>No</b>	11	1	12
	91.7%	100.0%	92.3%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**F. TIMING**

**I. Mediated/Arbitrated Cases**

**Q11-Q12. Verified Days to Decide Complaint (DTYP1)**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=MEDIATED OR ARBITRATED CASES</b>	161	41	202
	100.0%	100.0%	100.0%
<b>Within 40 days</b>	123	11	134
	76.4%	26.8%	66.3%
<b>41+ Days</b>	38	30	68
	23.6%	73.2%	33.7%

**Consumer Agreement with BBB AUTO LINE Records (imported DAYS vs. verified DTYP1)**

	Verified Days	
	Within 40 Days	41 + Days
<b>BASE=MEDIATED OR ARBITRATED CASES</b>	134	68
	100.0%	100.0%
<b>Within 40 Days (Imported)</b>	134	30
	100.0%	44.1%
<b>41+ Days (Imported)</b>	-	38
	-	55.9%

**Concordance: 172/202 = 85.1%**

**Discordance: 30/202 = 14.9%**

**BBB AUTO LINE**

**Telephone Survey of 2022 Customers: National Cases**

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**F. TIMING (cont'd)**

**I. Mediated/Arbitrated Cases (cont'd)**

**Q13. Did it take more than 40 days because of some action you took?**

	Mediated	Arbitrated	Med/Arb Combined
<b>TOTAL MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS</b>	38	30	68
	100.0%	100.0%	100.0%
<b>BASE=MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)</b>	36	25	61
	100.0%	100.0%	100.0%
<b>Yes</b>	8	2	10
	22.2%	8.0%	16.4%
<b>No</b>	28	23	51
	77.8%	92.0%	83.6%

**Q14. Did you contact the manufacturer--not just the dealer--before you filed your complaint?**

	Mediated	Arbitrated	Med/Arb Combined
<b>TOTAL MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS</b>	11	5	16
	100.0%	100.0%	100.0%
<b>BASE: MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)</b>	11	5	16
	100.0%	100.0%	100.0%
<b>Yes</b>	11	4	15
	100.0%	80.0%	93.8%
<b>No</b>	-	1	1
	-	20.0%	6.3%

**TIMELY CASES ((TYPE2=med, arb, or med/arb) and DTYP1=0-40 DAYS) OR (DTYP1=41-47 DAYS AND Q14=NO)**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE= MEDIATED OR ARBITRATED CASES</b>	161	41	202
	100.0%	100.0%	100.0%
<b>Timely Cases</b>	123	12	135
	76.4%	29.3%	66.8%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**F. TIMING (cont'd)**

**II. Withdrawn Cases**

**Q15-Q16. Verified Days to Decide Complaint (DTYP2)**

	<b>2022 Cases</b>
<b>BASE=WITHDRAWN CASES</b>	16
	100.0%
<b>Within 40 days</b>	15
	93.8%
<b>41 + Days</b>	1
	6.3%

**Consumer Agreement with BBB AUTO LINE Records (imported DAYS2 vs. verified DTYP2)**

	<b>Verified Days</b>	
	<b>Within 40 Days</b>	<b>41 + Days</b>
<b>BASE=WITHDRAWN CASES</b>	15	1
	100.0%	100.0%
<b>Within 40 Days (imported)</b>	15	1
	100.0%	100.0%
<b>41 + Days (imported)</b>	-	-
	-	-

**Concordance: 15/16 = 93.8%**

**Discordance: 1/16 = 6.2%**

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### F. TIMING (cont'd)

#### II. Withdrawn Cases

Q17. Did it take more than 40 days because of some action you took?

	2022 Cases
TOTAL WITHDRAWN CASES MORE THAN 40 DAYS	1
	100.0%
BASE: WITHDRAWN CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	-
	-
Yes	-
	-
No	-
	-

Q18. Did you contact the manufacturer--not just the dealer--before you filed your complaint?

	2022 Cases
TOTAL WITHDRAWN CASES BETWEEN 41-47 DAYS	-
	-
BASE: WITHDRAWN CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)	-
	-
Yes	-
	-
No	-
	-

TIMELY CASES (TYPE2=Withdrawn and DTYP2=0-40 DAYS) OR (DTYP2=41-47 and Q18=NO)

	2022 Cases
BASE= WITHDRAWN CASES	16
	100.00%
Timely Cases	15
	93.8%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### G. DOCUMENTS

Q19. ...After you first contacted BBB AUTO LINE, did you get a claim form and an explanation of the Program?

	Total
TOTAL	403
	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	367
	100.0%
Yes	324
	88.3%
No	43
	11.7%

Q19A. How clear and understandable were these documents?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	324
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	321
	100.0%
Very	193
	60.1%
Somewhat	112
	34.9%
Not at all	16
	5.0%

Q19B. And how helpful were they?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	324
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	322
	100.0%
Very	156
	48.4%
Somewhat	102
	31.7%
Not at all	64
	19.9%

**BBB AUTO LINE****Telephone Survey of 2022 Customers: National Cases**

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**G. DOCUMENTS (cont'd)**

**Q20. After you reached a settlement, did you get an explanation either by mail, email or your online account, describing the terms of the settlement?**

	Total
<b>TOTAL MEDIATED CASES</b>	161 100.0%
<b>BASE: MEDIATED CASES NOT SURE EXCLUDED</b>	156 100.0%
<b>Yes</b>	134 85.9%
<b>No</b>	22 14.1%

**Q21. Did you get a notice by mail, email, or your online account, telling you when and where to go for your hearing or vehicle inspection?**

	Total
<b>TOTAL ARBITRATED CASES</b>	41 100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	40 100.0%
<b>Yes</b>	35 87.5%
<b>No</b>	5 12.5%

**Q22. Did you get a copy either by mail, email, or your online account, of the arbitrator's decision?**

	Total
<b>TOTAL ARBITRATED CASES</b>	41 100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	40 100.0%
<b>Yes</b>	40 100.0%
<b>No</b>	- -

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**G. DOCUMENTS (cont'd)**

**Q22A. How did you learn about the arbitrator's decision?**

	<b>Total</b>
<b>BASE: DID NOT GET LETTER</b>	-
	-
<b>Never heard back</b>	-
	-
<b>Other</b>	-
	-

**Q23. After you agreed to a settlement, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what it promised?**

	<b>Total</b>
<b>TOTAL MEDIATED CASES</b>	161
	100.0%
<b>BASE: MEDIATED CASES (NOT SURE EXCLUDED)</b>	151
	100.0%
<b>The staff contacted me by mail, email or my online account</b>	52
	34.4%
<b>The staff spoke to me</b>	24
	15.9%
<b>Both of those</b>	50
	33.1%
<b>Neither of those</b>	23
	15.2%
<b>Something else</b>	2
	1.3%



## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### G. DOCUMENTS (cont'd)

Q23A. After you accepted the arbitrator's decision, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what the decision required?

	Total
TOTAL ARBITRATED CASES AND ACCEPTED DECISION	23 100.0%
BASE: ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	14 100.0%
The staff contacted me by mail, email or my online account	6 42.9%
The staff spoke to me	2 14.3%
Both of those	3 21.4%
Neither of those	2 14.3%
Something else	1 7.1%

Q23-Q23A. After you accepted the arbitrator's decision, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what it promised/the decision required?

	Total
TOTAL MEDIATED/ARBITRATED CASES AND ACCEPTED DECISION	184 100.0%
BASE: MEDIATED CASES/ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	165 100.0%
The staff contacted me by mail, email or my online account	58 35.2%
The staff spoke to me	26 15.8%
Both of those	53 32.1%
Neither of those	25 15.2%
Something else	3 1.8%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**H. SATISFACTION WITH ARBITRATOR**

**Q24. How would you grade the arbitrator on understanding the facts of your case?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	41	20	21	15	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	40	19	21	14	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	18	15	3	13	2
	45.0%	78.9%	14.3%	92.9%	40.0%
<b>B=Good</b>	4	2	2	1	1
	10.0%	10.5%	9.5%	7.1%	20.0%
<b>C=Average</b>	5	-	5	-	-
	12.5%	-	23.8%	-	-
<b>D=Poor</b>	6	-	6	-	-
	15.0%	-	28.6%	-	-
<b>F-Failing Grade</b>	7	2	5	-	2
	17.5%	10.5%	23.8%	-	40.0%
<b>MEAN</b>	<b>2.50</b>	<b>3.47</b>	<b>1.62</b>	<b>3.93</b>	<b>2.20</b>

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: National Cases**

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**H. SATISFACTION WITH ARBITRATOR (cont'd)**

**Q25. How would you grade the arbitrator on objectivity and fairness?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	41	20	21	15	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	40	19	21	14	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	18	16	2	14	2
	45.0%	84.2%	9.5%	100.0%	40.0%
<b>B=Good</b>	4	1	3	-	1
	10.0%	5.3%	14.3%	-	20.0%
<b>C=Average</b>	2	-	2	-	-
	5.0%	-	9.5%	-	-
<b>D=Poor</b>	4	-	4	-	-
	10.0%	-	19.0%	-	-
<b>F-Failing Grade</b>	12	2	10	-	2
	30.0%	10.5%	47.6%	-	40.0%
<b>MEAN</b>	<b>2.30</b>	<b>3.53</b>	<b>1.19</b>	<b>4.00</b>	<b>2.20</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### H. SATISFACTION WITH ARBITRATOR (cont'd)

Q26. How would you grade the arbitrator on reaching an impartial decision?

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	41	20	21	15	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	39	19	20	14	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	19	17	2	14	3
	48.7%	89.5%	10.0%	100.0%	60.0%
<b>B=Good</b>	1	-	1	-	-
	2.6%	-	5.0%	-	-
<b>C=Average</b>	2	-	2	-	-
	5.1%	-	10.0%	-	-
<b>D=Poor</b>	5	-	5	-	-
	12.8%	-	25.0%	-	-
<b>F-Failing Grade</b>	12	2	10	-	2
	30.8%	10.5%	50.0%	-	40.0%
<b>MEAN</b>	<b>2.26</b>	<b>3.58</b>	<b>1.00</b>	<b>4.00</b>	<b>2.40</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

#### H. SATISFACTION WITH ARBITRATOR (cont'd)

Q27. How would you grade the arbitrator on coming to a reasoned & well-thought-out decision?

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	41	20	21	15	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	40	19	21	14	5
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	18	16	2	13	3
	45.0%	84.2%	9.5%	92.9%	60.0%
<b>B=Good</b>	1	1	-	1	-
	2.5%	5.3%	-	7.1%	-
<b>C=Average</b>	1	-	1	-	-
	2.5%	-	4.8%	-	-
<b>D=Poor</b>	7	-	7	-	-
	17.5%	-	33.3%	-	-
<b>F-Failing Grade</b>	13	2	11	-	2
	32.5%	10.5%	52.4%	-	40.0%
<b>MEAN</b>	<b>2.10</b>	<b>3.53</b>	<b>0.81</b>	<b>3.93</b>	<b>2.40</b>

#### H. SATISFACTION WITH ARBITRATOR

##### Q24-Q27 SUMMARY-ARBITRATOR SATISFACTION MEANS

BASE: ARBITRATED CASES, NOT SURE EXCLUDED	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>Q24-Understanding the facts of your case</b>	2.50	3.47	1.62	3.93	2.20
<b>Q25-Objectivity and fairness</b>	2.30	3.53	1.19	4.00	2.20
<b>Q26-Reaching an impartial decision</b>	2.26	3.58	1.00	4.00	2.40
<b>Q27-Coming to a reasoned &amp; well-thought-out decision</b>	2.10	3.53	0.81	3.93	2.40
<b>AVERAGE</b>	<b>2.29</b>	<b>3.53</b>	<b>1.16</b>	<b>3.97</b>	<b>2.30</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF

Q28. How would you grade BBB AUTO LINE Staff on objectivity and fairness?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	202 100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	195 100.0%
<b>A=Excellent</b>	118 60.5%
<b>B=Good</b>	40 20.5%
<b>C=Average</b>	18 9.2%
<b>D=Poor</b>	6 3.1%
<b>F-Failing Grade</b>	13 6.7%
<b>MEAN</b>	<b>3.25</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

Q29. How would you grade BBB AUTO LINE Staff on efforts to assist you in resolving your claim?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	202
	100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	196
	100.0%
<b>A=Excellent</b>	111
	56.6%
<b>B=Good</b>	34
	17.3%
<b>C=Average</b>	25
	12.8%
<b>D=Poor</b>	14
	7.1%
<b>F-Failing Grade</b>	12
	6.1%
<b>MEAN</b>	<b>3.11</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

Q30. SATISFACTION: Overall, what grade would you give BBB AUTO LINE?

	2022 Cases
TOTAL ARBITRATED OR MEDIATED CASES	202
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	200
	100.0%
A=Excellent	104
	52.0%
B=Good	39
	19.5%
C=Average	27
	13.5%
D=Poor	15
	7.5%
F-Failing Grade	15
	7.5%
MEAN	<b>3.01</b>



## BBB AUTO LINE

### Telephone Survey of 2022 Customers: National Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

##### Q28-Q30 SUMMARY-AUTO LINE STAFF SATISFACTION MEANS

BASE: ANSWERING, NOT SURE EXCLUDED	Total
Q28-Objectivity and fairness	3.25
Q29-Efforts to assist you in resolving your claim	3.11
Q30-Overall grade	3.01
<b>AVERAGE</b>	<b>3.12</b>

#### J. RECOMMENDATION OF BBB AUTO LINE

##### Q31. Would you recommend BBB AUTO LINE to friends or family?

	Total	Med/Arb
<b>TOTAL</b>	403	202
	100.0%	100.0%
<b>BASE: ANSWERING, NOT SURE EXCLUDED</b>	388	193
	100.0%	100.0%
<b>Yes</b>	251	161
	64.7%	83.4%
<b>No</b>	137	32
	35.3%	16.6%

# **BBB AUTO LINE**

**Annual Audit**

**Telephone Survey of 2022 Customers**

**Florida Cases**

**March 2023**



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**Table of Contents**

- I. Introduction ..... 2**
- II. Methodology ..... 2-3**
- III. About TechnoMetrica ..... 3**
- IV. Survey Results. .... 4-31**
  - A. General Information ..... 4-6
  - B. Process Questions ..... 7
  - C. Relief Questions ..... 8-11
  - D. Withdrawn Cases ..... 12
  - E. Compliance Questions ..... 13-14
  - F. Timing ..... 15-18
  - G. Documents ..... 19-22
  - H. Satisfaction with Arbitrator ..... 23-26
  - I. Satisfaction with BBB AUTO LINE Staff ..... 27-30
  - J. Recommendation of BBB AUTO LINE ..... 30

## **BBB AUTO LINE**

### **Telephone Survey of 2022 Customers: Florida Cases**

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#### **I. INTRODUCTION**

Because of the BBB AUTO LINE's role in addressing warranty claims and state lemon law claims, the FTC requires an audit of the national program, and Florida and Ohio require state-specific audits.

Part of the requirements of the Federal audit is to evaluate the adequacy of BBB AUTO LINE's complaint handling procedures and to substantiate the accuracy of BBB AUTO LINE's record-keeping and reporting. This part of the audit is accomplished through a nationwide telephone survey of consumers who used the BBB AUTO LINE and whose case was closed in the year of the audit. Results of the survey are compared to BBB AUTO LINE's records. Separate surveys are also conducted in Florida and Ohio.

#### **II. METHODOLOGY**

##### **A. Questionnaire**

The questionnaire was similar to that used in last year's survey, with minor content and wording changes to optimize the instrument for current-year administration. TechnoMetrica programmed and fielded the survey using our telephone interviewing software and in-house call center. The same questionnaire was used for the National, Florida and Ohio surveys.

##### **B. Sampling**

BBB AUTO LINE provided a list of consumers whose cases closed in 2022. Prior to the field, TechnoMetrica cleaned the list using a multi-step process. Consumers who had submitted multiple complaints that were closed during the year were identified and only the most recent complaint was kept. Records without a valid contact phone number were omitted, as were cases represented by an attorney. After cleaning, the size of the National sampling frame was 5,719 records and included all states.

The sampling frame was then randomized and divided it into a total of 12 replicates: 11 replicates of 500 records each and 1 with 219 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 2022 cases. The National data collection touched 6 of the 12 replicates.

Because of sample limitations for the supplemental surveys in Florida and Ohio, a census approach was taken whereby as many completes as possible were obtained from remaining sample across all replicates, and those were then combined with completes obtained in the National survey.

The sampling frame for the Florida survey was 945. The frame for Ohio was 203.

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### **C. Fielding**

Telephone interviews were conducted nightly between 3/3/23 and 3/10/23, with up to 4 call attempts per respondent.

A total of 403 completes were obtained in the National survey, 216 in Florida and 60 in Ohio. The following table shows the response rate and margin of error for each of the surveys.

	Sampling Frame	All Used Sample	Valid Used Sample*	Completes	Response Rate	Margin of Error <sup>†</sup>
<b>National</b>	5719	2531	2399	403	16.8%	+/- 4.0
<b>Florida</b>	945	944	873	216	24.7%	+/- 6.0
<b>Ohio</b>	203	203	189	60	31.7%	+/- 10.0

\*Excludes sample without currently valid contact information

<sup>†</sup>Note that MOE is larger for subgroups and based questions

### **III. ABOUT TECHNOMETRICA**

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service firm offering enterprise-class research to a wide variety of clients in both the private and public sectors. For 30 years, we've served our clients an extensive menu of customizable research options backed by skilled personnel with a broad knowledge base spanning a wide variety of industries and research techniques.

In addition to our market research expertise, our nationally recognized polling arm, TIPP (TechnoMetrica Institute of Policy and Politics), achieved most accurate pollster status for the last 5 consecutive Presidential elections (2004, 2008, 2012, 2016 and 2020).

TechnoMetrica is a certified MBE/DBE/SBE and is a member of a number of industry organizations, including AAPOR and the American Marketing Association.

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**IV. SURVEY RESULTS**

**A. GENERAL INFORMATION**

**Year of the vehicle involved in the complaint filed with BBB AUTO LINE**

	<b>2022 Cases</b>
<b>TOTAL</b>	216
	100.0%
<b>2013</b>	2
	0.9%
<b>2014</b>	3
	1.4%
<b>2015</b>	5
	2.3%
<b>2016</b>	7
	3.2%
<b>2017</b>	12
	5.6%
<b>2018</b>	12
	5.6%
<b>2019</b>	20
	9.3%
<b>2020</b>	38
	17.6%
<b>2021</b>	63
	29.2%
<b>2022</b>	50
	23.1%
<b>2023</b>	4
	1.9%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### A. GENERAL INFORMATION (cont'd)

Q1A. The BBB AUTO LINE's records show they handled a complaint in 2022 about your <make> vehicle. Is that correct?

	2022 Cases
TOTAL	216
	100.0%
Yes	212
	98.1%
No	4
	1.9%

Q2. How many times, if any, did the dealer or manufacturer try to repair that vehicle before you filed the complaint?

	2022 Cases
TOTAL	216
	100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	212
	100.0%
One	17
	8.0%
Two	21
	9.9%
Three	40
	18.9%
Four or more	98
	46.2%
None	36
	17.0%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**A. GENERAL INFORMATION (cont'd)**

**Q3. How did you find out that you could file a complaint with BBB AUTO LINE? (Select all that apply)**

	<b>2022 Cases</b>
<b>TOTAL</b>	216 100.0%
<b>BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)</b>	210 100.0%
<b>Manufacturer's manuals/other warranty documents</b>	23 11.0%
<b>Dealer or manufacturer rep</b>	40 19.0%
<b>BBB/BBB website/BBB AUTOLINE website</b>	45 21.4%
<b>Government website/office/official</b>	16 7.6%
<b>Other website (NOT BBB/BBB AUTOLINE/government)</b>	26 12.4%
<b>Lawyer</b>	9 4.3%
<b>Friend/family/word of mouth</b>	26 12.4%
<b>TV/Radio/Newspaper</b>	- -
<b>Had used the BBB AUTOLINE previously</b>	4 1.9%
<b>General knowledge</b>	13 6.2%
<b>Other</b>	23 11.0%



**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**B. PROCESS QUESTIONS**

**Q4-Q5. Case Type after Verification (TYPE2)**

	<b>2022 Cases</b>
<b>TOTAL</b>	216 100.0%
<b>Mediation</b>	82 38.0%
<b>Arbitration</b>	26 12.0%
<b>Withdrawn</b>	6 2.8%
<b>Ineligible</b>	91 42.1%
<b>Other</b>	11 5.1%
<b>MED/ARB COMBINED</b>	108 50.0%

**Consumer Agreement with BBB AUTO LINE Records (imported TYPE1 vs. verified TYPE2)**

	<b>Verified Case Type</b>				
	<b>Mediated</b>	<b>Arbitrated</b>	<b>Withdrawn</b>	<b>Ineligible</b>	<b>Other</b>
<b>TOTAL</b>	82 100.0%	26 100.0%	6 100.0%	91 100.0%	11 100.0%
<b>Mediation (Imported)</b>	80 97.6%	- -	- -	2 2.2%	6 54.5%
<b>Arbitration (Imported)</b>	- -	26 100.0%	- -	- -	- -
<b>Withdrawn (Imported)</b>	- -	- -	6 100.0%	- -	- -
<b>Ineligible (Imported)</b>	2 2.4%	- -	- -	89 97.8%	5 45.5%

**Concordance: 201/216 = 93.1%**

**Discordance: 15/216 = 6.9%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**C. RELIEF QUESTIONS**

**I. Mediated Cases**

**Q6-Q6A. Final Remedy after Verification-Mediated Cases (REM2M)**

	<b>2022 Cases</b>
<b>BASE: MEDIATED CASES</b>	82 100.0%
<b>Refund/Replacement</b>	48 58.5%
<b>Repair</b>	21 25.6%
<b>Other</b>	13 15.9%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2M)**

	<b>Verified Remedy</b>		
	<b>Refund/Replace</b>	<b>Repair</b>	<b>Other</b>
<b>BASE=MEDIATED CASES</b>	48 100.0%	21 100.0%	13 100.0%
<b>Refund/Replacement (Imported)</b>	46 95.8%	- -	1 7.7%
<b>Repair (Imported)</b>	1 2.1%	20 95.2%	- -
<b>Other (Imported)</b>	- -	- -	12 92.3%
<b>None (Imported)</b>	- -	- -	- -
<b>Ineligible/Withdrawn Cases (Imported)</b>	1 2.1%	1 4.8%	- -

**Concordance: 78/82 = 95.1%**

**Discordance: 4/82 = 4.9%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**C. RELIEF QUESTIONS (cont'd)**

**II. Arbitrated Cases**

**Q7-Q7A. Final Remedy after Verification-Arbitrated Cases (REM2A)**

	<b>2022 Cases</b>
<b>BASE: ARBITRATED CASES</b>	26 100.0%
<b>Refund/Replacement</b>	14 53.8%
<b>Repair</b>	2 7.7%
<b>Other</b>	- -
<b>None</b>	10 38.5%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2A)**

	<b>Verified Remedy</b>			
	<b>Refund/Replacement</b>	<b>Repair</b>	<b>Other</b>	<b>None</b>
<b>BASE=ARBITRATED CASES</b>	14 100.0%	2 100.0%	- -	10 100.0%
<b>Refund/Replacement (Imported)</b>	14 100.0%	- -	- -	- -
<b>Repair (Imported)</b>	- -	2 100.0%	- -	- -
<b>Other (Imported)</b>	- -	- -	- -	- -
<b>None (Imported)</b>	- -	- -	- -	10 100.0%
<b>Ineligible/Withdrawn Cases (Imported)</b>	- -	- -	- -	- -

**Concordance: 26/26 = 100.0%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**C. RELIEF QUESTIONS (cont'd)**

**III. Mediated/Arbitrated Cases Combined**

**Q6-Q7. Final Remedy after Verification-Mediated and Arbitrated Cases (REM2M and REM2A)**

	<b>2022 Cases</b>
<b>BASE: MEDIATED AND ARBITRATED CASES</b>	108 100.0%
<b>Refund/Replacement</b>	62 57.4%
<b>Repair</b>	23 21.3%
<b>Other</b>	13 12.0%
<b>None</b>	10 9.3%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2M and REM2A)**

	<b>Verified Remedy</b>			
	<b>Refund/Replacement</b>	<b>Repair</b>	<b>Other</b>	<b>None</b>
<b>BASE=MEDIATED AND ARBITRATED CASES</b>	62 100.0%	23 100.0%	13 100.0%	10 100.0%
<b>Refund/Replacement (Imported)</b>	60 96.8%	- -	1 7.7%	- -
<b>Repair (Imported)</b>	1 1.6%	22 95.7%	- -	- -
<b>Other (Imported)</b>	- -	- -	12 92.3%	- -
<b>None (Imported)</b>	- -	- -	- -	10 100.0%
<b>Ineligible/Withdrawn Cases (Imported)</b>	1 1.6%	1 4.3%	- -	- -

**Concordance: 104/108 = 96.3%**

**Discordance: 4/108 = 3.7%**

**BBB AUTO LINE**

**Telephone Survey of 2022 Customers: Florida Cases**

**C. RELIEF QUESTIONS (cont'd)**

**Q7B. Did you accept the arbitrator's decision by returning a form that BBB AUTO LINE provided to you?**

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED CASES WITH AWARD</b>	16 100.0%
<b>BASE: ARBITRATED CASES WITH AWARD AND NOT SURE EXCLUDED</b>	15 100.0%
<b>Yes</b>	10 66.7%
<b>No</b>	5 33.3%

	<b>Total</b>	<b>Refund/ Replacement</b>	<b>Repair</b>	<b>Other</b>	<b>All Remedies</b>	<b>None</b>
<b>TOTAL ARBITRATED CASES WITH AWARD</b>	16 100.0%	14 100.0%	2 100.0%	- -	16 100.0%	- -
<b>BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)</b>	15 100.0%	14 100.0%	1 100.0%	- -	15 100.0%	- -
<b>Yes</b>	10 66.7%	9 64.3%	1 100.0%	- -	10 66.7%	- -

**Consumer Agreement with BBB AUTO LINE Records AR vs. verified Q7B (using Table AR1)**

	<b>Verified Accepted/Rejected</b>	
	<b>Accepted</b>	<b>Rejected</b>
<b>BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)</b>	10 100.0%	5 100.0%
<b>Accepted (Imported)</b>	9 90.0%	1 20.0%
<b>Rejected (Imported)</b>	1 10.0%	4 80.0%
<b>No Entry</b>	- -	- -

**Concordance: 13/15 = 86.7%**

**Discordance: 2/15 = 13.3%**

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### D. WITHDRAWN CASES

Q8. Which of the following best describes why you withdrew your complaint?

	2022 Cases
<b>BASE: WITHDRAWN CASES</b>	6
	100.0%
<b>You settled the matter or your car was fixed</b>	4
	66.7%
<b>You sold the car</b>	-
	-
<b>Some other reason</b>	2
	33.3%

**BBB AUTO LINE**

**Telephone Survey of 2022 Customers: Florida Cases**

**E. COMPLIANCE QUESTIONS**

**Q9-Q10. Which of the following applies to your case? The manufacturer...**

	Mediated	Arbitrated*	Med/Arb Combined
<b>TOTAL</b>	82	10	92
	100.0%	100.0%	100.0%
<b>BASE=TOTAL (NOT SURE EXCLUDED)</b>	79	9	88
	100.0%	100.0%	100.0%
<b>Carried out the settlement/terms of decision within the time specified, including any extension to which you agreed</b>	51	5	56
	64.6%	55.6%	63.6%
<b>Carried out the settlement/terms of decision after the time specified, including any extension to which you agreed</b>	15	3	18
	19.0%	33.3%	20.5%
<b>Has not yet carried out the settlement/terms of decision, but the time to do so has not yet expired</b>	5	-	5
	6.3%	-	5.7%
<b>Has not yet carried out the settlement/terms of decision, and the time to do so has expired</b>	8	1	9
	10.1%	11.1%	10.2%

*\*BASE: ARBITRATED CASES WHO ACCEPTED ARBITRATION AWARD (EXCEPT NO AWARD)*

**Q9A-Q10A. Which of the following best applies to your case?**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=THOSE WITH NON-COMPLIANT <u>REPAIR</u> REMEDY</b>	4	-	4
	100.0%	-	100.0%
<b>Didn't examine your car</b>	-	-	-
	-	-	-
<b>Examined your car and decided that no repair was needed</b>	-	-	-
	-	-	-
<b>Tried to fix your car, but the repair didn't solve the problem</b>	4	-	4
	100.0%	-	100.0%
<b>Something else</b>	-	-	-
	-	-	-

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### E. COMPLIANCE QUESTIONS (cont'd)

Q9B-Q10B. Had you taken some action, like selling the car, that prevented the manufacturer from complying?

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=THOSE WITH NON-COMPLIANT REMEDY</b>	8	1	9
	100.0%	100.0%	100.0%
<b>BASE=THOSE WITH NON-COMPLIANT REMEDY (NOT SURE EXCLUDED)</b>	8	1	9
	100.0%	100.0%	100.0%
<b>Yes</b>	1	-	1
	12.5%	-	11.1%
<b>No</b>	7	1	8
	87.5%	100.0%	88.9%



**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**F. TIMING**

**I. Mediated/Arbitrated Cases**

**Q11-Q12. Verified Days to Decide Complaint (DTYP1)**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=MEDIATED OR ARBITRATED CASES</b>	82	26	108
	100.0%	100.0%	100.0%
<b>Within 40 days</b>	51	7	58
	62.2%	26.9%	53.7%
<b>41+ Days</b>	31	19	50
	37.8%	73.1%	46.3%

**Consumer Agreement with BBB AUTO LINE Records (imported DAYS vs. verified DTYP1)**

	Verified Days	
	Within 40 Days	41 + Days
<b>BASE=MEDIATED OR ARBITRATED CASES</b>	58	50
	100.0%	100.0%
<b>Within 40 Days (Imported)</b>	58	24
	100.0%	48.0%
<b>41+ Days (Imported)</b>	-	26
	-	52.0%

**Concordance: 84/108 = 77.8%**

**Discordance: 24/108 = 22.2%**

**BBB AUTO LINE**

**Telephone Survey of 2022 Customers: Florida Cases**

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**F. TIMING (cont'd)**

**I. Mediated/Arbitrated Cases (cont'd)**

**Q13. Did it take more than 40 days because of some action you took?**

	Mediated	Arbitrated	Med/Arb Combined
<b>TOTAL MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS</b>	31	19	50
	100.0%	100.0%	100.0%
<b>BASE=MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)</b>	30	18	48
	100.0%	100.0%	100.0%
<b>Yes</b>	6	1	7
	20.0%	5.6%	14.6%
<b>No</b>	24	17	41
	80.0%	94.4%	85.4%

**Q14. Did you contact the manufacturer--not just the dealer--before you filed your complaint?**

	Mediated	Arbitrated	Med/Arb Combined
<b>TOTAL MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS</b>	6	2	8
	100.0%	100.0%	100.0%
<b>BASE: MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)</b>	6	2	8
	100.0%	100.0%	100.0%
<b>Yes</b>	6	-	6
	100.0%	-	75.0%
<b>No</b>	-	2	2
	-	100.0%	25.0%

**TIMELY CASES ((TYPE2=med, arb, or med/arb) and DTYP1=0-40 DAYS) OR (DTYP1=41-47 DAYS AND Q14=NO)**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE= MEDIATED OR ARBITRATED CASES</b>	82	26	108
	100.0%	100.0%	100.0%
<b>Timely Cases</b>	51	9	60
	62.2%	34.6%	55.6%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**F. TIMING (cont'd)**

**II. Withdrawn Cases**

**Q15-Q16. Verified Days to Decide Complaint (DTYP2)**

	<b>2022 Cases</b>
<b>BASE=WITHDRAWN CASES</b>	6 100.0%
<b>Within 40 days</b>	4 66.7%
<b>41 + Days</b>	2 33.3%

**Consumer Agreement with BBB AUTO LINE Records (imported DAYS2 vs. verified DTYP2)**

	<b>Verified Days</b>	
	<b>Within 40 Days</b>	<b>41 + Days</b>
<b>BASE=WITHDRAWN CASES</b>	4 100.0%	2 100.0%
<b>Within 40 Days (imported)</b>	4 100.0%	- -
<b>41 + Days (imported)</b>	- -	2 100.0%

**Concordance: 6/6 = 100.0%**

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### F. TIMING (cont'd)

#### II. Withdrawn Cases

Q17. Did it take more than 40 days because of some action you took?

	2022 Cases
TOTAL WITHDRAWN CASES MORE THAN 40 DAYS	2
	100.0%
BASE: WITHDRAWN CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	2
	100.0%
Yes	-
	-
No	2
	100.0%

Q18. Did you contact the manufacturer--not just the dealer--before you filed your complaint?

	2022 Cases
TOTAL WITHDRAWN CASES BETWEEN 41-47 DAYS	-
	-
BASE: WITHDRAWN CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)	-
	-
Yes	-
	-
No	-
	-

TIMELY CASES (TYPE2=Withdrawn and DTYP2=0-40 DAYS) OR (DTYP2=41-47 and Q18=NO)

	2022 Cases
BASE= WITHDRAWN CASES	6
	100.00%
Timely Cases	4
	66.7%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### G. DOCUMENTS

Q19. ...After you first contacted BBB AUTO LINE, did you get a claim form and an explanation of the Program?

	Total
TOTAL	216
	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	200
	100.0%
Yes	167
	83.5%
No	33
	16.5%

Q19A. How clear and understandable were these documents?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	167
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	166
	100.0%
Very	101
	60.8%
Somewhat	56
	33.7%
Not at all	9
	5.4%

Q19B. And how helpful were they?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	167
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	166
	100.0%
Very	91
	54.8%
Somewhat	49
	29.5%
Not at all	26
	15.7%

**BBB AUTO LINE****Telephone Survey of 2022 Customers: Florida Cases**

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**G. DOCUMENTS (cont'd)**

**Q20. After you reached a settlement, did you get an explanation either by mail, email or your online account, describing the terms of the settlement?**

	Total
<b>TOTAL MEDIATED CASES</b>	82
	100.0%
<b>BASE: MEDIATED CASES, NOT SURE EXCLUDED</b>	77
	100.0%
<b>Yes</b>	69
	89.6%
<b>No</b>	8
	10.4%

**Q21. Did you get a notice by mail, email, or your online account, telling you when and where to go for your hearing or vehicle inspection?**

	Total
<b>TOTAL ARBITRATED CASES</b>	26
	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	26
	100.0%
<b>Yes</b>	22
	84.6%
<b>No</b>	4
	15.4%

**Q22. Did you get a copy either by mail, email, or your online account, of the arbitrator's decision?**

	Total
<b>TOTAL ARBITRATED CASES</b>	26
	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	26
	100.0%
<b>Yes</b>	25
	96.2%
<b>No</b>	1
	3.8%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**G. DOCUMENTS (cont'd)**

**Q22A. How did you learn about the arbitrator's decision?**

	Total
<b>BASE: DID NOT GET LETTER</b>	1 100.0%
<b>Never heard back</b>	- -
<b>Other</b>	1 100.0%

**Q23. After you agreed to a settlement, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what it promised?**

	Total
<b>TOTAL MEDIATED CASES</b>	82 100.0%
<b>BASE: MEDIATED CASES (NOT SURE EXCLUDED)</b>	77 100.0%
<b>The staff contacted me by mail, email or my online account</b>	24 31.2%
<b>The staff spoke to me</b>	8 10.4%
<b>Both of those</b>	32 41.6%
<b>Neither of those</b>	12 15.6%
<b>Something else</b>	1 1.3%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### G. DOCUMENTS (cont'd)

Q23A. After you accepted the arbitrator's decision, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what the decision required?

	Total
<b>TOTAL ARBITRATED CASES AND ACCEPTED AWARD</b>	14 100.0%
<b>BASE: ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)</b>	10 100.0%
The staff contacted me by mail, email or my online account	2 20.0%
The staff spoke to me	3 30.0%
Both of those	4 40.0%
Neither of those	- -
Something else	1 10.0%

Q23-Q23A. After you accepted the arbitrator's decision, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what it promised/the decision required?

	Total
<b>TOTAL MEDIATED/ARBITRATED CASES AND ACCEPTED AWARD</b>	96 100.0%
<b>BASE: MEDIATED CASES/ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)</b>	87 100.0%
The staff contacted me by mail, email or my online account	26 29.9%
The staff spoke to me	11 12.6%
Both of those	36 41.4%
Neither of those	12 13.8%
Something else	2 2.3%



**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**H. SATISFACTION WITH ARBITRATOR**

**Q24. How would you grade the arbitrator on understanding the facts of your case?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	11	11	-	10	1
	42.3%	68.8%	-	71.4%	50.0%
<b>B=Good</b>	3	1	2	1	-
	11.5%	6.3%	20.0%	7.1%	-
<b>C=Average</b>	5	3	2	2	1
	19.2%	18.8%	20.0%	14.3%	50.0%
<b>D=Poor</b>	-	-	-	-	-
	-	-	-	-	-
<b>F-Failing Grade</b>	7	1	6	1	-
	26.9%	6.3%	60.0%	7.1%	-
<b>MEAN</b>	<b>2.42</b>	<b>3.31</b>	<b>1.00</b>	<b>3.36</b>	<b>3.00</b>

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**H. SATISFACTION WITH ARBITRATOR (cont'd)**

**Q25. How would you grade the arbitrator on objectivity and fairness?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	12	12	-	11	1
	46.2%	75.0%	-	78.6%	50.0%
<b>B=Good</b>	2	-	2	-	-
	7.7%	-	20.0%	-	-
<b>C=Average</b>	4	2	2	2	-
	15.4%	12.5%	20.0%	14.3%	-
<b>D=Poor</b>	-	-	-	-	-
	-	-	-	-	-
<b>F-Failing Grade</b>	8	2	6	1	1
	30.8%	12.5%	60.0%	7.1%	50.0%
<b>MEAN</b>	<b>2.38</b>	<b>3.25</b>	<b>1.00</b>	<b>3.43</b>	<b>2.00</b>

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Florida Cases**

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**H. SATISFACTION WITH ARBITRATOR (cont'd)**

**Q26. How would you grade the arbitrator on reaching an impartial decision?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	25	16	9	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	12	12	-	11	1
	48.0%	75.0%	-	78.6%	50.0%
<b>B=Good</b>	2	1	1	1	-
	8.0%	6.3%	11.1%	7.1%	-
<b>C=Average</b>	3	1	2	1	-
	12.0%	6.3%	22.2%	7.1%	-
<b>D=Poor</b>	2	1	1	-	1
	8.0%	6.3%	11.1%	-	50.0%
<b>F-Failing Grade</b>	6	1	5	1	-
	24.0%	6.3%	55.6%	7.1%	-
<b>MEAN</b>	<b>2.48</b>	<b>3.38</b>	<b>0.89</b>	<b>3.50</b>	<b>2.50</b>

**BBB AUTO LINE**

**Telephone Survey of 2022 Customers: Florida Cases**

**H. SATISFACTION WITH ARBITRATOR (cont'd)**

**Q27. How would you grade the arbitrator on coming to a reasoned & well-thought-out decision?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	26	16	10	14	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	12	12	-	11	1
	46.2%	75.0%	-	78.6%	50.0%
<b>B=Good</b>	1	-	1	-	-
	3.8%	-	10.0%	-	-
<b>C=Average</b>	4	2	2	2	-
	15.4%	12.5%	20.0%	14.3%	-
<b>D=Poor</b>	1	-	1	-	-
	3.8%	-	10.0%	-	-
<b>F-Failing Grade</b>	8	2	6	1	1
	30.8%	12.5%	60.0%	7.1%	50.0%
<b>MEAN</b>	<b>2.31</b>	<b>3.25</b>	<b>0.80</b>	<b>3.43</b>	<b>2.00</b>

**H. SATISFACTION WITH ARBITRATOR**

**Q24-Q27 SUMMARY-ARBITRATOR SATISFACTION MEANS**

BASE: ARBITRATED CASES, NOT SURE EXCLUDED	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>Q24-Understanding the facts of your case</b>	2.42	3.31	1.00	3.36	3.00
<b>Q25-Objectivity and fairness</b>	2.38	3.25	1.00	3.43	2.00
<b>Q26-Reaching an impartial decision</b>	2.48	3.38	0.89	3.50	2.50
<b>Q27-Coming to a reasoned &amp; well-thought-out decision</b>	2.31	3.25	0.80	3.43	2.00
<b>AVERAGE</b>	<b>2.40</b>	<b>3.30</b>	<b>0.92</b>	<b>3.43</b>	<b>2.38</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF

Q28. How would you grade BBB AUTO LINE Staff on objectivity and fairness?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	216
	100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	203
	100.0%
<b>A=Excellent</b>	89
	43.8%
<b>B=Good</b>	36
	17.7%
<b>C=Average</b>	26
	12.8%
<b>D=Poor</b>	22
	10.8%
<b>F-Failing Grade</b>	30
	14.8%
<b>MEAN</b>	<b>2.65</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

Q29. How would you grade BBB AUTO LINE Staff on efforts to assist you in resolving your claim?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	216
	100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	204
	100.0%
<b>A=Excellent</b>	79
	38.7%
<b>B=Good</b>	33
	16.2%
<b>C=Average</b>	31
	15.2%
<b>D=Poor</b>	13
	6.4%
<b>F-Failing Grade</b>	48
	23.5%
<b>MEAN</b>	<b>2.40</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

Q30. SATISFACTION: Overall, what grade would you give BBB AUTO LINE?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	216 100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	209 100.0%
<b>A=Excellent</b>	81 38.8%
<b>B=Good</b>	33 15.8%
<b>C=Average</b>	29 13.9%
<b>D=Poor</b>	24 11.5%
<b>F-Failing Grade</b>	42 20.1%
<b>MEAN</b>	<b>2.42</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Florida Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

##### Q28-Q30 SUMMARY-AUTO LINE STAFF SATISFACTION MEANS

BASE: ANSWERING, NOT SURE EXCLUDED	Total
Q28-Objectivity and fairness	2.65
Q29-Efforts to assist you in resolving your claim	2.40
Q30-Overall grade	2.42
<b>AVERAGE</b>	<b>2.49</b>

#### J. RECOMMENDATION OF BBB AUTO LINE

##### Q31. Would you recommend BBB AUTO LINE to friends or family?

	Total	Med/Arb
<b>TOTAL</b>	216	108
	100.0%	100.0%
<b>BASE: ANSWERING, NOT SURE EXCLUDED</b>	208	105
	100.0%	100.0%
<b>Yes</b>	144	88
	69.2%	83.8%
<b>No</b>	64	17
	30.8%	16.2%



# **BBB AUTO LINE**

**Annual Audit**

**Telephone Survey of 2022 Customers**

**Ohio Cases**

**March 2023**



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**Table of Contents**

- I. Introduction ..... 2**
- II. Methodology ..... 2-3**
- III. About TechnoMetrica ..... 3**
- IV. Survey Results. .... 4-31**
  - A. General Information ..... 4-6
  - B. Process Questions ..... 7
  - C. Relief Questions ..... 8-11
  - D. Withdrawn Cases ..... 12
  - E. Compliance Questions ..... 13-14
  - F. Timing ..... 15-18
  - G. Documents ..... 19-22
  - H. Satisfaction with Arbitrator ..... 23-26
  - I. Satisfaction with BBB AUTO LINE Staff ..... 27-30
  - J. Recommendation of BBB AUTO LINE ..... 30

## **BBB AUTO LINE**

### **Telephone Survey of 2022 Customers: Ohio Cases**

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#### **I. INTRODUCTION**

Because of the BBB AUTO LINE's role in addressing warranty claims and state lemon law claims, the FTC requires an audit of the national program, and Florida and Ohio require state-specific audits.

Part of the requirements of the Federal audit is to evaluate the adequacy of BBB AUTO LINE's complaint handling procedures and to substantiate the accuracy of BBB AUTO LINE's record-keeping and reporting. This part of the audit is accomplished through a nationwide telephone survey of consumers who used the BBB AUTO LINE and whose case was closed in the year of the audit. Results of the survey are compared to BBB AUTO LINE's records. Separate surveys are also conducted in Florida and Ohio.

#### **II. METHODOLOGY**

##### **A. Questionnaire**

The questionnaire was similar to that used in last year's survey, with minor content and wording changes to optimize the instrument for current-year administration. TechnoMetrica programmed and fielded the survey using our telephone interviewing software and in-house call center. The same questionnaire was used for the National, Florida and Ohio surveys.

##### **B. Sampling**

BBB AUTO LINE provided a list of consumers whose cases closed in 2022. Prior to the field, TechnoMetrica cleaned the list using a multi-step process. Consumers who had submitted multiple complaints that were closed during the year were identified and only the most recent complaint was kept. Records without a valid contact phone number were omitted, as were cases represented by an attorney. After cleaning, the size of the National sampling frame was 5,719 records and included all states.

The sampling frame was then randomized and divided it into a total of 12 replicates: 11 replicates of 500 records each and 1 with 219 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 2022 cases. The National data collection touched 6 of the 12 replicates.

Because of sample limitations for the supplemental surveys in Florida and Ohio, a census approach was taken whereby as many completes as possible were obtained from remaining sample across all replicates, and those were then combined with completes obtained in the National survey.

The sampling frame for the Florida survey was 945. The frame for Ohio was 203.

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### **C. Fielding**

Telephone interviews were conducted nightly between 3/3/23 and 3/10/23, with up to 4 call attempts per respondent.

A total of 403 completes were obtained in the National survey, 216 in Florida and 60 in Ohio. The following table shows the response rate and margin of error for each of the surveys.

	Sampling Frame	All Used Sample	Valid Used Sample*	Completes	Response Rate	Margin of Error <sup>†</sup>
<b>National</b>	5719	2531	2399	403	16.8%	+/- 4.0
<b>Florida</b>	945	944	873	216	24.7%	+/- 6.0
<b>Ohio</b>	203	203	189	60	31.7%	+/- 10.0

\*Excludes sample without currently valid contact information

<sup>†</sup>Note that MOE is larger for subgroups and based questions

### **III. ABOUT TECHNOMETRICA**

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service firm offering enterprise-class research to a wide variety of clients in both the private and public sectors. For 30 years, we've served our clients an extensive menu of customizable research options backed by skilled personnel with a broad knowledge base spanning a wide variety of industries and research techniques.

In addition to our market research expertise, our nationally recognized polling arm, TIPP (TechnoMetrica Institute of Policy and Politics), achieved most accurate pollster status for the last 5 consecutive Presidential elections (2004, 2008, 2012, 2016 and 2020).

TechnoMetrica is a certified MBE/DBE/SBE and is a member of a number of industry organizations, including AAPOR and the American Marketing Association.

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**IV. SURVEY RESULTS**

**A. GENERAL INFORMATION**

**Year of the vehicle involved in the complaint filed with BBB AUTO LINE**

	<b>2022 Cases</b>
<b>TOTAL</b>	60
	100.0%
<b>2011</b>	1
	1.7%
<b>2012</b>	1
	1.7%
<b>2013</b>	1
	1.7%
<b>2014</b>	1
	1.7%
<b>2015</b>	-
	-
<b>2016</b>	3
	5.0%
<b>2017</b>	4
	6.7%
<b>2018</b>	4
	6.7%
<b>2019</b>	5
	8.3%
<b>2020</b>	14
	23.3%
<b>2021</b>	14
	23.3%
<b>2022</b>	11
	18.3%
<b>2023</b>	1
	1.7%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### A. GENERAL INFORMATION (cont'd)

Q1A. The BBB AUTO LINE's records show they handled a complaint in 2022 about your <make> vehicle. Is that correct?

	2022 Cases
TOTAL	60
	100.0%
Yes	59
	98.3%
No	1
	1.7%

Q2. How many times, if any, did the dealer or manufacturer try to repair that vehicle before you filed the complaint?

	2022 Cases
TOTAL	60
	100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	59
	100.0%
One	11
	18.6%
Two	1
	1.7%
Three	15
	25.4%
Four or more	21
	35.6%
None	11
	18.6%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**A. GENERAL INFORMATION (cont'd)**

**Q3. How did you find out that you could file a complaint with BBB AUTO LINE? (Select all that apply)**

	<b>2022 Cases</b>
<b>TOTAL</b>	60 100.0%
<b>BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)</b>	60 100.0%
<b>Manufacturer's manuals/other warranty documents</b>	3 5.0%
<b>Dealer or manufacturer rep</b>	19 31.7%
<b>BBB/BBB website/BBB AUTOLINE website</b>	7 11.7%
<b>Government website/office/official</b>	2 3.3%
<b>Other website (NOT BBB/BBB AUTOLINE/government)</b>	7 11.7%
<b>Lawyer</b>	4 6.7%
<b>Friend/family/word of mouth</b>	8 13.3%
<b>TV/Radio/Newspaper</b>	- -
<b>Had used the BBB AUTOLINE previously</b>	1 1.7%
<b>General knowledge</b>	5 8.3%
<b>Other</b>	6 10.0%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**B. PROCESS QUESTIONS**

**Q4-Q5. Case Type after Verification (TYPE2)**

	<b>2022 Cases</b>
<b>TOTAL</b>	60
	100.0%
<b>Mediation</b>	28
	46.7%
<b>Arbitration</b>	8
	13.3%
<b>Withdrawn</b>	5
	8.3%
<b>Ineligible</b>	17
	28.3%
<b>Other</b>	2
	3.3%
<b>MED/ARB COMBINED</b>	36
	60.0%

**Consumer Agreement with BBB AUTO LINE Records (imported TYPE1 vs. verified TYPE2)**

	<b>Verified Case Type</b>				
	<b>Mediated</b>	<b>Arbitrated</b>	<b>Withdrawn</b>	<b>Ineligible</b>	<b>Other</b>
<b>TOTAL</b>	28	8	5	17	2
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>Mediation (Imported)</b>	28	-	-	-	1
	100.0%	-	-	-	50.0%
<b>Arbitration (Imported)</b>	-	7	-	-	-
	-	87.5%	-	-	-
<b>Withdrawn (Imported)</b>	-	-	5	-	-
	-	-	100.0%	-	-
<b>Ineligible (Imported)</b>	-	1	-	17	1
	-	12.5%	-	100.0%	50.0%

**Concordance: 57/60 = 95.0%**

**Discordance: 3/60 = 5.0%**



**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**C. RELIEF QUESTIONS**

**I. Mediated Cases**

**Q6-Q6A. Final Remedy after Verification-Mediated Cases (REM2M)**

	<b>2022 Cases</b>
<b>BASE: MEDIATED CASES</b>	28 100.0%
<b>Refund/Replacement</b>	11 39.3%
<b>Repair</b>	10 35.7%
<b>Other</b>	7 25.0%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2M)**

	<b>Verified Remedy</b>		
	<b>Refund/ Replace</b>	<b>Repair</b>	<b>Other</b>
<b>BASE=MEDIATED CASES</b>	11 100.0%	10 100.0%	7 100.0%
<b>Refund/Replacement (Imported)</b>	11 100.0%	- -	- -
<b>Repair (Imported)</b>	- -	8 80.0%	- -
<b>Other (Imported)</b>	- -	1 10.0%	7 100.0%
<b>None (Imported)</b>	- -	- -	- -
<b>Ineligible/Withdrawn Cases (Imported)</b>	- -	1 10.0%	- -

**Concordance: 26/28 = 92.9%**

**Discordance: 2/28 = 7.1%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**C. RELIEF QUESTIONS (cont'd)**

**II. Arbitrated Cases**

**Q7-Q7A. Final Remedy after Verification-Arbitrated Cases (REM2A)**

	2022 Cases
<b>BASE: ARBITRATED CASES</b>	8 100.0%
<b>Refund/Replacement</b>	2 25.0%
<b>Repair</b>	1 12.5%
<b>Other</b>	- -
<b>None</b>	5 62.5%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2A)**

	Verified Remedy			
	Refund/Replacement	Repair	Other	None
<b>BASE=ARBITRATED CASES</b>	2 100.0%	1 100.0%	- -	5 100.0%
<b>Refund/Replacement (Imported)</b>	2 100.0%	- -	- -	- -
<b>Repair (Imported)</b>	- -	1 100.0%	- -	- -
<b>Other (Imported)</b>	- -	- -	- -	- -
<b>None (Imported)</b>	- -	- -	- -	4 80.0%
<b>Ineligible/Withdrawn Cases (Imported)</b>	- -	- -	- -	1 20.0%

Concordance: 7/8 = 87.5%

Discordance: 1/8 = 12.5%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**C. RELIEF QUESTIONS (cont'd)**

**III. Mediated/Arbitrated Cases Combined**

**Q6-Q7. Final Remedy after Verification-Mediated and Arbitrated Cases (REM2M and REM2A)**

	<b>2022 Cases</b>
<b>BASE: MEDIATED AND ARBITRATED CASES</b>	36 100.0%
<b>Refund/Replacement</b>	13 36.1%
<b>Repair</b>	11 30.6%
<b>Other</b>	7 19.4%
<b>None</b>	5 13.9%

**Consumer Agreement with BBB AUTO LINE Records (imported REM vs. verified REM2M and REM2A)**

	<b>Verified Remedy</b>			
	<b>Refund/Replacement</b>	<b>Repair</b>	<b>Other</b>	<b>None</b>
<b>BASE=MEDIATED AND ARBITRATED CASES</b>	13 100.0%	11 100.0%	7 100.0%	5 100.0%
<b>Refund/Replacement (Imported)</b>	13 100.0%	- -	- -	- -
<b>Repair (Imported)</b>	- -	9 81.8%	- -	- -
<b>Other (Imported)</b>	- -	1 9.1%	7 100.0%	- -
<b>None (Imported)</b>	- -	- -	- -	4 80.0%
<b>Ineligible/Withdrawn Cases (Imported)</b>	- -	1 9.1%	- -	1 20.0%

**Concordance: 33/36 = 91.7%**

**Discordance: 3/36 = 8.3%**

**BBB AUTO LINE**

**Telephone Survey of 2022 Customers: Ohio Cases**

**C. RELIEF QUESTIONS (cont'd)**

**Q7B. Did you accept the arbitrator's decision by returning a form that BBB AUTO LINE provided to you?**

	2022 Cases
<b>TOTAL ARBITRATED CASES WITH AWARD</b>	3 100.0%
<b>BASE: ARBITRATED CASES WITH AWARD AND NOT SURE EXCLUDED</b>	3 100.0%
<b>Yes</b>	3 100.0%
<b>No</b>	- -

	Total	Refund/ Replacement	Repair	Other	All Remedies	None
<b>TOTAL ARBITRATED CASES WITH AWARD</b>	3 100.0%	2 100.0%	1 100.0%	- -	3 100.00%	- -
<b>BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)</b>	3 100.0%	2 100.0%	1 100.0%	- -	3 100.00%	- -
<b>Yes</b>	3 100.0%	2 100.0%	1 100.0%	- -	3 100.00%	- -

**Consumer Agreement with BBB AUTO LINE Records AR vs. verified Q7B (using Table AR1)**

	Verified Accepted/Rejected	
	Accepted	Rejected
<b>BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)</b>	3 100.0%	- -
<b>Accepted (Imported)</b>	3 100.0%	- -
<b>Rejected (Imported)</b>	- -	- -
<b>No Entry</b>	- -	- -

**Concordance: 3/3 = 100.0%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**D. WITHDRAWN CASES**

**Q8. Which of the following best describes why you withdrew your complaint?**

	<b>2022 Cases</b>
<b>BASE: WITHDRAWN CASES</b>	5
	100.0%
<b>You settled the matter or your car was fixed</b>	-
	-
<b>You sold the car</b>	-
	-
<b>Some other reason</b>	5
	100.0%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**E. COMPLIANCE QUESTIONS**

**Q9-Q10. Which of the following applies to your case? The manufacturer...**

	Mediated	Arbitrated*	Med/Arb Combined
<b>TOTAL</b>	28	3	31
	100.0%	100.0%	100.0%
<b>BASE=TOTAL (NOT SURE EXCLUDED)</b>	27	3	30
	100.0%	100.0%	100.0%
<b>Carried out the settlement/terms of decision within the time specified, including any extension to which you agreed</b>	24	2	26
	88.9%	66.7%	86.7%
<b>Carried out the settlement/terms of decision after the time specified, including any extension to which you agreed</b>	2	1	3
	7.4%	33.3%	10.0%
<b>Has not yet carried out the settlement/terms of decision, but the time to do so has not yet expired</b>	1	-	1
	3.7%	-	3.3%
<b>Has not yet carried out the settlement/terms of decision, and the time to do so has expired</b>	-	-	-
	-	-	-

*\*BASE: ARBITRATED CASES WHO ACCEPTED ARBITRATION AWARD (EXCEPT NO AWARD)*

**Q9A-Q10A. Which of the following best applies to your case?**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=THOSE WITH NON-COMPLIANT <u>REPAIR</u> REMEDY</b>	-	-	-
	-	-	-
<b>Didn't examine your car</b>	-	-	-
	-	-	-
<b>Examined your car and decided that no repair was needed</b>	-	-	-
	-	-	-
<b>Tried to fix your car, but the repair didn't solve the problem</b>	-	-	-
	-	-	-
<b>Something else</b>	-	-	-
	-	-	-

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### E. COMPLIANCE QUESTIONS (cont'd)

Q9B-Q10B. Had you taken some action, like selling the car, that prevented the manufacturer from complying?

	Mediated	Arbitrated	Med/Arb Combined
BASE=THOSE WITH NON-COMPLIANT REMEDY	-	-	-
	-	-	-
BASE=THOSE WITH NON-COMPLIANT REMEDY (NOT SURE EXCLUDED)	-	-	-
	-	-	-
Yes	-	-	-
	-	-	-
No	-	-	-
	-	-	-

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**F. TIMING**

**I. Mediated/Arbitrated Cases**

**Q11-Q12. Verified Days to Decide Complaint (DTYP1)**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE=MEDIATED OR ARBITRATED CASES</b>	28	8	36
	100.0%	100.0%	100.0%
<b>Within 40 days</b>	24	2	26
	85.7%	25.0%	72.2%
<b>41+ Days</b>	4	6	10
	14.3%	75.0%	27.8%

**Consumer Agreement with BBB AUTO LINE Records (imported DAYS vs. verified DTYP1)**

	Verified Days	
	Within 40 Days	41 + Days
<b>BASE=MEDIATED OR ARBITRATED CASES</b>	26	10
	100.0%	100.0%
<b>Within 40 Days (Imported)</b>	26	3
	100.0%	30.0%
<b>41+ Days (Imported)</b>	-	7
	-	70.0%

**Concordance: 33/36 = 91.7%**

**Discordance: 3/36 = 8.3%**



**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**F. TIMING (cont'd)**

**I. Mediated/Arbitrated Cases (cont'd)**

**Q13. Did it take more than 40 days because of some action you took?**

	Mediated	Arbitrated	Med/Arb Combined
<b>TOTAL MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS</b>	4	6	10
	100.0%	100.0%	100.0%
<b>BASE=MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)</b>	4	4	8
	100.0%	100.0%	100.0%
<b>Yes</b>	-	2	2
	-	50.0%	25.0%
<b>No</b>	4	2	6
	100.0%	50.0%	75.0%

**Q14. Did you contact the manufacturer--not just the dealer--before you filed your complaint?**

	Mediated	Arbitrated	Med/Arb Combined
<b>TOTAL MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS</b>	1	1	2
	100.0%	100.0%	100.0%
<b>BASE: MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)</b>	1	1	2
	100.0%	100.0%	100.0%
<b>Yes</b>	1	1	2
	100.0%	100.0%	100.0%
<b>No</b>	-	-	-
	-	-	-

**TIMELY CASES ((TYPE2=med, arb, or med/arb) and DTYP1=0-40 DAYS) OR (DTYP1=41-47 DAYS AND Q14=NO)**

	Mediated	Arbitrated	Med/Arb Combined
<b>BASE= MEDIATED OR ARBITRATED CASES</b>	28	8	36
	100.0%	100.0%	100.0%
<b>Timely Cases</b>	24	2	26
	85.7%	25.0%	72.2%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**F. TIMING (cont'd)**

**II. Withdrawn Cases**

**Q15-Q16. Verified Days to Decide Complaint (DTYP2)**

	<b>2022 Cases</b>
<b>BASE=WITHDRAWN CASES</b>	5
	100.0%
<b>Within 40 days</b>	4
	80.0%
<b>41 + Days</b>	1
	20.0%

**Consumer Agreement with BBB AUTO LINE Records (imported DAYS2 vs. verified DTYP2)**

	<b>Verified Days</b>	
	<b>Within 40 Days</b>	<b>41 + Days</b>
<b>BASE=WITHDRAWN CASES</b>	4	1
	100.0%	100.0%
<b>Within 40 Days (imported)</b>	4	1
	100.0%	100.0%
<b>41 + Days (imported)</b>	-	-
	-	-

**Concordance: 4/5 = 80.0%**

**Discordance: 1/5 = 20.0%**

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**F. TIMING (cont'd)**

**II. Withdrawn Cases**

**Q17. Did it take more than 40 days because of some action you took?**

	<b>2022 Cases</b>
<b>TOTAL WITHDRAWN CASES MORE THAN 40 DAYS</b>	1 100.0%
<b>BASE: WITHDRAWN CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)</b>	1 100.0%
<b>Yes</b>	- -
<b>No</b>	1 100.0%

**Q18. Did you contact the manufacturer--not just the dealer--before you filed your complaint?**

	<b>2022 Cases</b>
<b>TOTAL WITHDRAWN CASES BETWEEN 41-47 DAYS</b>	- -
<b>BASE: WITHDRAWN CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)</b>	- -
<b>Yes</b>	- -
<b>No</b>	- -

**TIMELY CASES (TYPE2=Withdrawn and DTYP2=0-40 DAYS) OR (DTYP2=41-47 and Q18=NO)**

	<b>2022 Cases</b>
<b>BASE= WITHDRAWN CASES</b>	5 100.0%
<b>Timely Cases</b>	4 80.0%

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### G. DOCUMENTS

Q19. ...After you first contacted BBB AUTO LINE, did you get a claim form and an explanation of the Program?

	Total
TOTAL	60
	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	57
	100.0%
Yes	50
	87.7%
No	7
	12.3%

Q19A. How clear and understandable were these documents?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	50
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	49
	100.0%
Very	30
	61.2%
Somewhat	18
	36.7%
Not at all	1
	2.0%

Q19B. And how helpful were they?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	50
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	50
	100.0%
Very	24
	48.0%
Somewhat	14
	28.0%
Not at all	12
	24.0%

**BBB AUTO LINE****Telephone Survey of 2022 Customers: Ohio Cases**

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**G. DOCUMENTS (cont'd)**

**Q20. After you reached a settlement, did you get an explanation either by mail, email or your online account, describing the terms of the settlement?**

	Total
<b>TOTAL MEDIATED CASES</b>	28 100.0%
<b>BASE: MEDIATED CASES, NOT SURE EXCLUDED</b>	27 100.0%
<b>Yes</b>	25 92.6%
<b>No</b>	2 7.4%

**Q21. Did you get a notice by mail, email, or your online account, telling you when and where to go for your hearing or vehicle inspection?**

	Total
<b>TOTAL ARBITRATED CASES</b>	8 100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	8 100.0%
<b>Yes</b>	6 75.0%
<b>No</b>	2 25.0%

**Q22. Did you get a copy either by mail, email, or your online account, of the arbitrator's decision?**

	Total
<b>TOTAL ARBITRATED CASES</b>	8 100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	8 100.0%
<b>Yes</b>	7 87.5%
<b>No</b>	1 12.5%

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**G. DOCUMENTS (cont'd)**

**Q22A. How did you learn about the arbitrator's decision?**

	<b>Total</b>
<b>BASE: DID NOT GET LETTER</b>	1 100.0%
<b>Never heard back</b>	1 100.0%
<b>Other</b>	- -

**Q23. After you agreed to a settlement, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what it promised?**

	<b>Total</b>
<b>TOTAL MEDIATED CASES</b>	28 100.0%
<b>BASE: MEDIATED CASES (NOT SURE EXCLUDED)</b>	24 100.0%
<b>The staff contacted me by mail, email or my online account</b>	8 33.3%
<b>The staff spoke to me</b>	4 16.7%
<b>Both of those</b>	10 41.7%
<b>Neither of those</b>	2 8.3%
<b>Something else</b>	- -

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### G. DOCUMENTS (cont'd)

Q23A. After you accepted the arbitrator's decision, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what the decision required?

	Total
TOTAL ARBITRATED CASES AND ACCEPTED DECISION	5 100.0%
BASE: ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	3 100.0%
The staff contacted me by mail, email or my online account	1 33.3%
The staff spoke to me	- -
Both of those	2 66.7%
Neither of those	- -
Something else	- -

Q23-Q23A. After you accepted the arbitrator's decision, which of the following best describes your later contacts with BBB AUTO LINE staff to discuss whether the manufacturer was doing what it promised/the decision required?

	Total
TOTAL MEDIATED/ARBITRATED CASES AND ACCEPTED DECISION	33 100.0%
BASE: MEDIATED CASES/ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	27 100.0%
The staff contacted me by mail, email or my online account	9 33.3%
The staff spoke to me	4 14.8%
Both of those	12 44.4%
Neither of those	2 7.4%
Something else	- -

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**H. SATISFACTION WITH ARBITRATOR**

**Q24. How would you grade the arbitrator on understanding the facts of your case?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	8	3	5	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	8	3	5	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	3	3	-	2	1
	37.5%	100.0%	-	100.0%	100.0%
<b>B=Good</b>	1	-	1	-	-
	12.5%	-	20.0%	-	-
<b>C=Average</b>	1	-	1	-	-
	12.5%	-	20.0%	-	-
<b>D=Poor</b>	1	-	1	-	-
	12.5%	-	20.0%	-	-
<b>F-Failing Grade</b>	2	-	2	-	-
	25.0%	-	40.0%	-	-
<b>MEAN</b>	<b>2.25</b>	<b>4.00</b>	<b>1.20</b>	<b>4.00</b>	<b>4.00</b>



**BBB AUTO LINE****Telephone Survey of 2022 Customers: Ohio Cases**

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**H. SATISFACTION WITH ARBITRATOR (cont'd)****Q25. How would you grade the arbitrator on objectivity and fairness?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	8	3	5	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	8	3	5	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	3	3	-	2	1
	37.5%	100.0%	-	100.0%	100.0%
<b>B=Good</b>	-	-	-	-	-
	-	-	-	-	-
<b>C=Average</b>	1	-	1	-	-
	12.5%	-	20.0%	-	-
<b>D=Poor</b>	2	-	2	-	-
	25.0%	-	40.0%	-	-
<b>F-Failing Grade</b>	2	-	2	-	-
	25.0%	-	40.0%	-	-
<b>MEAN</b>	<b>2.00</b>	<b>4.00</b>	<b>0.80</b>	<b>4.00</b>	<b>4.00</b>

**BBB AUTO LINE****Telephone Survey of 2022 Customers: Ohio Cases**

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**H. SATISFACTION WITH ARBITRATOR (cont'd)****Q26. How would you grade the arbitrator on reaching an impartial decision?**

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	8	3	5	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	7	3	4	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	3	3	-	2	1
	42.9%	100.0%	-	100.0%	100.0%
<b>B=Good</b>	-	-	-	-	-
	-	-	-	-	-
<b>C=Average</b>	2	-	2	-	-
	28.6%	-	50.0%	-	-
<b>D=Poor</b>	-	-	-	-	-
	-	-	-	-	-
<b>F-Failing Grade</b>	2	-	2	-	-
	28.6%	-	50.0%	-	-
<b>MEAN</b>	<b>2.29</b>	<b>4.00</b>	<b>1.00</b>	<b>4.00</b>	<b>4.00</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

#### H. SATISFACTION WITH ARBITRATOR (cont'd)

Q27. How would you grade the arbitrator on coming to a reasoned & well-thought-out decision?

	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>TOTAL ARBITRATED CASES</b>	8	3	5	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>BASE: ARBITRATED CASES, NOT SURE EXCLUDED</b>	7	3	4	2	1
	100.0%	100.0%	100.0%	100.0%	100.0%
<b>A=Excellent</b>	3	3	-	2	1
	42.9%	100.0%	-	100.0%	100.0%
<b>B=Good</b>	-	-	-	-	-
	-	-	-	-	-
<b>C=Average</b>	1	-	1	-	-
	14.3%	-	25.0%	-	-
<b>D=Poor</b>	1	-	1	-	-
	14.3%	-	25.0%	-	-
<b>F-Failing Grade</b>	2	-	2	-	-
	28.6%	-	50.0%	-	-
<b>MEAN</b>	<b>2.14</b>	<b>4.00</b>	<b>0.75</b>	<b>4.00</b>	<b>4.00</b>

#### H. SATISFACTION WITH ARBITRATOR

##### Q24-Q27 SUMMARY-ARBITRATOR SATISFACTION MEANS

BASE: ARBITRATED CASES, NOT SURE EXCLUDED	Total	Award	No Award	Refund/ Replacement	Repair/ Other
<b>Q24-Understanding the facts of your case</b>	2.25	4.00	1.20	4.00	4.00
<b>Q25-Objectivity and fairness</b>	2.00	4.00	0.80	4.00	4.00
<b>Q26-Reaching an impartial decision</b>	2.29	4.00	1.00	4.00	4.00
<b>Q27-Coming to a reasoned &amp; well-thought-out decision</b>	2.14	4.00	0.75	4.00	4.00
<b>AVERAGE</b>	<b>2.17</b>	<b>4.00</b>	<b>0.94</b>	<b>4.00</b>	<b>4.00</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF

Q28. How would you grade BBB AUTO LINE Staff on objectivity and fairness?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	60 100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	59 100.0%
<b>A=Excellent</b>	22 37.3%
<b>B=Good</b>	15 25.4%
<b>C=Average</b>	9 15.3%
<b>D=Poor</b>	4 6.8%
<b>F-Failing Grade</b>	9 15.3%
<b>MEAN</b>	<b>2.63</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

Q29. How would you grade BBB AUTO LINE Staff on efforts to assist you in resolving your claim?

	<b>2022 Cases</b>
<b>TOTAL ARBITRATED OR MEDIATED CASES</b>	60
	100.0%
<b>BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)</b>	60
	100.0%
<b>A=Excellent</b>	22
	36.7%
<b>B=Good</b>	10
	16.7%
<b>C=Average</b>	9
	15.0%
<b>D=Poor</b>	6
	10.0%
<b>F-Failing Grade</b>	13
	21.7%
<b>MEAN</b>	<b>2.37</b>

## BBB AUTO LINE

### Telephone Survey of 2022 Customers: Ohio Cases

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#### I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)

Q30. SATISFACTION: Overall, what grade would you give BBB AUTO LINE?

	2022 Cases
TOTAL ARBITRATED OR MEDIATED CASES	60
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	60
	100.0%
A=Excellent	21
	35.0%
B=Good	11
	18.3%
C=Average	8
	13.3%
D=Poor	8
	13.3%
F-Failing Grade	12
	20.0%
MEAN	2.35

**BBB AUTO LINE**  
**Telephone Survey of 2022 Customers: Ohio Cases**

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**I. SATISFACTION WITH BBB AUTO LINE STAFF (cont'd)**

**Q28-Q30 SUMMARY-AUTO LINE STAFF SATISFACTION MEANS**

<b>BASE: ANSWERING, NOT SURE EXCLUDED</b>	<b>Total</b>
<b>Q28-Objectivity and fairness</b>	2.63
<b>Q29-Efforts to assist you in resolving your claim</b>	2.37
<b>Q30-Overall grade</b>	2.35
<b>AVERAGE</b>	<b>2.45</b>

**J. RECOMMENDATION OF BBB AUTO LINE**

**Q31. Would you recommend BBB AUTO LINE to friends or family?**

	<b>Total</b>	<b>Med/Arb</b>
<b>TOTAL</b>	60	36
	100.0%	100.0%
<b>BASE: ANSWERING, NOT SURE EXCLUDED</b>	59	35
	100.0%	100.0%
<b>Yes</b>	39	29
	66.1%	82.9%
<b>No</b>	20	6
	33.9%	17.1%