



2023 Audit of BBB AUTO LINE

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



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BBB AUTO LINE®

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INTRODUCTION AND METHODOLOGY

BACKGROUND

BBB AUTO LINE, one of the numerous programs beneath the 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.¹ It primarily deals with cases that are subject to the Magnuson-Moss Warranty Act,² often referred to as the federal Lemon Law, as well as those that are subject to the various state-specific Lemon Laws, which may include age or mileage restrictions.

The Magnuson-Moss Warranty Act ("Magnuson-Moss") was enacted by Congress in 1975 in response to merchants' 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 problem³, 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 703,⁴ which, among other things, formalized the requirements for warrantors and mechanisms, and encourages companies to use informal dispute resolution mechanisms to settle warranty disputes with their consumers.⁵

As a Mechanism, BBB AUTO LINE is subject to Federal Trade Commission ("FTC") Rules 700-703, and so must be audited annually.⁶ 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.⁷

¹ Information about the program can be found at: <https://bbbprograms.org/programs/all-programs/bbb-autoline>.

² 15 U.S.C. § 2301 et seq.

³ 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).

⁴ 16 C.F.R. §§ 700-703.

⁵ <https://www.ftc.gov/business-guidance/resources/businesspersons-guide-federal-warranty-law>

⁶ 16 C.F.R. § 703.7.

⁷ 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

BBB AUTO LINE utilized Mac Murray & Shuster, LLP ("Auditor") to assess its compliance with FTC Rules 700-703, as well as state and federal laws.

Mac Murray & Shuster, founded in 2007, is a law firm led by former State Consumer Protection regulators and auditors with a dedicated practice providing auditing and compliance management services to highly regulated businesses nationwide. The statistical survey for this audit was conducted by TechnoMetrica Market Intelligence ("TechnoMetrica"). TechnoMetrica, founded in 1992, is a full-service firm offering enterprise-class research to a wide variety of industries, and is noted for the accuracy of its polls.

SCOPE

As more fully detailed in the FTC's Rules for Audits of Informal Dispute Settlement Mechanisms,⁸ this Audit seeks to answer several key questions:

- Are warrantors taking sufficient measures to make consumers aware of BBB AUTO LINE?
- Is BBB AUTO LINE's complaint handling process and execution adequate?
- Is BBB AUTO LINE compliant as an Informal Dispute Settlement Mechanism under FTC Rule 703 et seq?
- Are BBB AUTO LINE's statistical compilations as described in FTC Rule 703.6(e) sufficiently accurate?
- Were BBB AUTO LINE's indices of detailed information as required in FTC Rule 703.6 (Recordkeeping) sufficient?

Auditor seeks to answer these questions based upon the information provided to Auditor by BBB AUTO LINE, TechnoMetrica, and the BBB AUTO LINE warrantors and manufacturers (referred herein as "Participant Warrantor" or "manufacturer"). 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

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.

comply with the decision or resolution, and whether or not the warrantors have complied with the decision or resolution.

⁸ 16 C.F.R. § 703.7.

To conduct the Audit, Auditor interviewed BBB AUTO LINE and TechnoMetrica staff and 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 indices⁹;
- BBB AUTO LINE's internal statistical compilations¹⁰;
- 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);
- BBB AUTO LINE's arbitrator training materials;
- 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.

SUMMARY OF FINDINGS

Auditor found that all Participant Warrantors were taking sufficient measures to make consumers aware of their options for arbitration and were therefore in *SUBSTANTIAL COMPLIANCE*.

Auditor found that BBB AUTO LINE's indices were in *SUBSTANTIAL COMPLIANCE* with §703.6 recordkeeping requirements.

Auditor found BBB AUTO LINE's complaint handling process and the administration thereof to be in *SUBSTANTIAL COMPLIANCE*. Further, BBB AUTO LINE's complaint intake process, initial mediation procedures, and arbitration program were in *SUBSTANTIAL COMPLIANCE* 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

⁹ 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 as well as consumer, warrantor, and automobile information and all documentation related to the dispute.

¹⁰ 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.

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 in *SUBSTANTIAL COMPLIANCE*.

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, in 2023, BBB AUTO LINE was in *SUBSTANTIAL COMPLIANCE* 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,¹¹ 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.

FTC RULE 703

Under FTC Rule 700, if a warrantor mentions a Mechanism in its manual, the Mechanism must be compliant with FTC Rules 700-703.¹² Additionally, warrantors are required to disclose information about the compliant Mechanism on the face of the written warranty¹³ both clearly and conspicuously, including but not limited to:

- the availability of the Mechanism;
- its name and address or a toll-free phone number;
- 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
- where the consumer can find more information on the Mechanism in the accompanying materials.¹⁴

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.¹⁵

The warrantor must also take reasonable measures¹⁶ 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.¹⁷

¹¹ 15 U.S.C. § 2301 et seq.

¹² 16 C.F.R. § 703.2(a).

¹³ 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.

¹⁴ 16 C.F.R. § 703.2 (b).

¹⁵ 16 C.F.R. § 703.2 (c).

¹⁶ “Reasonable measures” are primarily determined by Auditor, although some states may have additional requirements. 40 Fed. Reg. 60190, 60198-60199 (1975).

¹⁷ 16 C.F.R. § 703.2 (d).

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.¹⁸ Similarly, should the Mechanism require information from the warrantor, the warrantor must accurately and promptly fulfill 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.¹⁹ The warrantor must act in good faith in coming to this decision, and must abide by any reasonable requirements from the Mechanism.²⁰

Auditor relied on these requirements to determine the level of compliance for Participant Warrantors.²¹

DUTIES OF PARTICIPANT WARRANTORS

A substantial 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."²² There is no singular correct way to take these steps; the Federal Register stated that specifying the language and method would put 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.²³

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

¹⁸ 16 C.F.R. § 703.2 (e).

¹⁹ 16 C.F.R. § 703.2 (f).

²⁰ 16 C.F.R. § 703.2 (g)-(h).

²¹ 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.

²² 16 C.F.R. § 703.2 (d).

²³ 40 Fed. Reg. 60190, 60198-99 (1975).

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.²⁴

Recent survey results reveal that the examples listed in the 1975 Federal Register are somewhat outdated. A significant portion of BBB AUTO LINE cases in recent annual audits came from consumers who discovered its existence not through a warranty manual but through an internet 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.²⁵ 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.²⁶ Thus, it logically follows that these other methods of disclosure (outside of the warranty manual) are becoming increasingly more important. With that in mind, Auditor advises 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. Warrantors and dealerships should also consider an increased focus on providing information on the Mechanism in places outside of the warranty, and, in particular, online, in a way that is likely to be identified by internet search engines and artificial intelligence applications' data gathering in response to searches or queries about an automobile manufacturer warranty and consumer rights.

Some of the notification methods Auditor came across during the course of this Audit include: signs inside of dealerships,²⁷ 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. 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.

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 through indirect means, such as signs inside the dealership or an internet search.

Under FTC Rule 703.2(e), warrantors are to, upon receipt of a dispute, decide whether it will satisfy the customer and to what extent it is willing to do so. The warrantor is required to inform

²⁴ Ohio Administrative Code § 109:4-4-03(c).

²⁵ See Appendix A, Fig. 1.

²⁶ See Appendix A, Fig. 2.

²⁷ In 2021, BBB AUTO LINE provided a template for warrantors. See Appendix A, Fig. 3.

the customer of its decision and, in that notice, include the information required by Rules 703.2(b) and (c). This Rule applies not only to offer letters but to denials as well. Additionally, it applies to instances in which the customer requests a certain remedy (e.g., a replacement) but the manufacturer rejects the request and instead offers another remedy (e.g., a "good will" payment).

OBLIGATIONS UNDER FLORIDA PROVISIONS

Florida's Lemon Law was initially under the jurisdiction of the Department of Agriculture and Customer Services. In 2011, however, jurisdiction was transferred to the Office of the Attorney General's Department of Legal Affairs. The Department of Agriculture and Customer Services repealed their regulations pertaining to Lemon Law and the Department of Legal Affairs has yet to publish a replacement. Before 2011, BBB AUTO LINE would have been required to file a report with the Department of Agriculture and Customer Services; since the transfer of authority, it has been treating the previous regulations as active and has been filing the necessary reports with the Department of Legal Affairs.

As set forth by the Florida Attorney General, the following manufacturers were certified²⁸ to participate in BBB AUTO LINE in Florida during 2023:

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 Lemon Law differs from Federal laws and regulations in that it specifies a minimum of three repair attempts and a final repair attempt, or that the vehicle has been out of service for a minimum of fifteen days, before the customer is eligible to submit a complaint. If a customer meets the minimum number of repair attempts plus a final repair attempt, or the vehicle has been out of service for thirty days or more plus a final repair attempt, the manufacturer is considered to have had reasonable opportunity to address and repair any issues with the vehicle.²⁹ Florida also requires customers to resort to the manufacturer's procedure, if it is certified, before they can file with Florida's New Motor Vehicle Arbitration Board.³⁰ As such, manufacturers must inform customers, at the time of acquisition, how to file a complaint with BBB AUTO LINE. This notice must be clear and conspicuous and include a written statement of the consumer's rights under the Lemon Law.³¹

²⁸ Ferrari and Maserati also participate in Florida but are not certified.

²⁹ FL Statute §681.104 et seq.

³⁰ Unless a decision has not been issued by the certified program within 40 days, in which case the consumer may apply to remove the dispute to the arbitration board. FL Statute §681.109 et seq.

³¹ FL Statute §681.103(3).

BBB AUTO LINE provides this information to consumers in its Florida Lemon Law Summary document.

OBLIGATIONS UNDER OHIO PROVISIONS

The following manufacturers were certified³² to use BBB AUTO LINE in Ohio in 2023, 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.

Building on Federal Lemon Law, Ohio requires some of the information recorded in the federal requirements for disclosures on the face of the warranty to also be displayed clearly and conspicuously on a sign in a public-facing space within the warrantor's agent's place of business. These disclosures are as follows: a statement of the availability of the arbitration board; the board's name, address, and toll-free telephone number; and a statement informing the customer that they must resort to a qualified arbitration board before initiating legal action, unless not pursuing rights and remedies under sections 1345.71 to 1345.77 of the Revised Code.³³

Ohio requires manufacturers to provide its customers, at the time of purchase, a written statement on a separate piece of paper.³⁴ If a customer receives timely written notification of a certified mechanism, the manufacturer may require that they first resort to the mechanism before bringing civil action against the manufacturer "in a court of common pleas or other court of competent jurisdiction." Similarly, if the customer is not satisfied with the mechanism's decision, or if the manufacturer fails to fulfill the decision in a timely manner, the consumer may bring action against them.³⁵ Warrantors must also 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" and that "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."³⁶

³² Subaru also participates in Ohio but is not certified.

³³ OAC 109:4-4-03(C)

³⁴ The disclosure is as follows:

IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION.

In the case of a leased motor vehicle, the written statement described in this division shall be provided to the consumer by the manufacturer, either directly or through the lessor, at the time of execution of the lease agreement.

OH Rev. Code Ann. § 1345.74.

³⁵ OH Rev. Code Ann. § 1345.77.

³⁶ OAC 109:4-4-03(E)

BBB AUTO LINE provides this information to consumers in its Ohio Lemon Law Summary document.

MANUFACTURER AUDIT RESULTS

INTRODUCTORY OBSERVATIONS AND SUMMARY OF FINDINGS

Auditor's review identified 25 manufacturers³⁷ that participate in BBB AUTO LINE on a national level (National Participants) and 10 manufacturers³⁸ 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.³⁹

MANUFACTURER SUBMISSIONS: PREVIOUSLY AUDITED MANUFACTURERS

Auditor reviewed all manufacturer submissions, which consisted of consumer facing materials such as warranty and owner's manuals, as well as manufacturer's internal materials, including training manuals, if provided. 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 2022 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 2022 Audit, unless the language within the manual had been changed since the 2022 version.

³⁷ Audi, Bentley, Buick, Cadillac, Chevrolet, Ford, Genesis, GMC, Hyundai, Infiniti, Kia, Koenigsegg, Jaguar, Lamborghini, Land Rover, Lincoln, Lotus, Lucid, Mazda, McLaren, Nissan, Nissan LCV, Pagani, Rivian, Volkswagen.

³⁸ Aston Martin, BMW, Ferrari, Maserati, Mercedes-Benz, Mini Cooper, Rolls Royce, Subaru, Volvo, Winnebago.

³⁹ All warrantors that submitted warranty materials for review were found to be in substantial compliance. McLaren, Subaru, Volvo, and Winnebago did not respond to requests for warranty materials. Auditor cannot speak to the compliance of these warrantors.

ASTON MARTIN

Aston Martin participates only in California and submitted their 2022 DB12 and DBX Owner's Handbooks. The Owner's Handbook has not changed related to the warranty disclosures.

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 an optional binding arbitration provision. The reference appears just before the text telling consumers that BBB AUTO LINE is available in California. Aston Martin tells consumers that, if they are not satisfied with the manufacturer's prior efforts, they can pursue one of two possible routes. The first is to seek arbitration and the second is that "[i]f your dispute is in the state of California, contact the Better Business Bureau (BBB)." Aston Martin's binding arbitration provision may apply everywhere *but* California. Aston Martin's provision does not specify an organization under whose auspices the arbitration will be conducted; rather, it only identifies the Rules of Commercial Arbitration of the American Arbitration Association, including its Supplementary Procedures for Consumer Related Disputes, will apply.

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. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule 703.2(d) – prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE. ⁴⁰	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,

⁴⁰ 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."

	then contacting an official associated with Aston Martin Lagonda of North America, Inc.)
(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."	The rule by its terms is not limited to consumers whose request for a repurchase is denied. ⁴¹

⁴¹ 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 Bentley Owner's Handbook and Vehicle Buyback Disclosure. Review of the 422-page 2022 Continental GT Owner's Handbook is referenced below. Warranty disclosures have not changed.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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."	Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(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.

Additional Florida Disclosure	
<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 OF NORTH AMERICA (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 2023 New Vehicle Limited Warranty for Passenger Cars and Light Trucks, New Passenger Car Limited Warranty 2023 Mini; Information and display flyer provided to BMW service centers; and Rolls-Royce Motor Cars 2023 Maintenance & Warranty manual. The discussions in the various manuals appear to be substantially similar. Page references below are to the BMW New Vehicle Limited Warranty for Passenger Cars and Light Trucks.

BMW, with Mini Cooper and Rolls Royce Motor Cars, are in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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; BBB AUTO LINE is mentioned in the Table of Contents. In describing the availability of the program, BMW tells 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 on page 49.
(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. 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. However, mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review	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)

processes before filing with BBB AUTO LINE.	
(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."	BMW provides the required disclosures on pages 49-50.

FERRARI

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

Ferrari provided the Warranty and Service books for the 2023 Daytona SP3, 2023 F3 Tributo, 2023 SF90 Spider, 2023 SF90 Stradale, 2023 296 GBT, 2023 812 Competizione, 2023 812 GTS, 2023 Roma, and 2023 PortofinoM. The Warranty and Service manual for the Daytona SP3 is referenced for Audit review unless otherwise indicated.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To</p>

	the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(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."	<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>

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 2024 Model Year Ford Warranty Guide and 2024 Ford F-150 Owner's Manual.

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

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>Ford provides the required information. There is an initial reference to the BBB AUTO LINE on page 2 of the 2024 Warranty Guide 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 60.</p> <p>In addition to discussions of BBB AUTO LINE in warranty Guide, the program is also discussed in Ford's Owners' Manual; it appears, for example, on pages 662-663 of the 2024 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 663).</p>
<p>(2) Rule §703.2(c) Required disclosures regarding the mechanism.</p>	<p>Ford provides the required disclosures.</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 Guide 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 Guide on page 60 is highlighted on the second page of the Table of Contents by a reference to "BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM."</p> <p>Additionally, BBB AUTO LINE is also mentioned on page 8 under "The New Vehicle Limited Warranty for your 2024 model vehicle" informing the customer that Ford participates in the BBB AUTO LINE program and referring the customer to page 60 for more information.</p>

	<p>There is a discussion of the BBB AUTO LINE in the 2024 Owner's Manual on pages 662-663; however, there is no specific reference to the program in the Table of Contents.</p> <p>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</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 Owner's Manual states that if a warranty concern has not been resolved using Ford's three-step procedure previously outlined, the customer may be eligible to participate in the BBB AUTO LINE program.</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>Ford did not provide documentation but stated in their Response letter: "Ford does not generally provide form letters to dissatisfied customers. These responses are provided verbally (Ford relies on previously submitted <i>CRC Knowledge base article on BBB</i>). Ford provides letter responses to California customers (<i>previously provided and Ford still relies on the document DNQ LETTER BLANK UPDATED and DNQ LETTER BLANK Lincoln UPDATED</i>).</p>
<p>Additional Florida Disclosure</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>Additional Ohio Disclosures</p>	
<p>(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>Ford provided a Lemon Law Rights Notice to Ohio Consumers that includes the required disclosures.</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>

ANALYSIS OF WARRANTOR COMPLIANCE: FORD MOTOR CO.

<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 "at the time of the initial face-to-face contact."</p>	<p>Ford provided a Lemon Law Rights Notice to Ohio Consumers that includes the required disclosures.</p>
<p>(O4) Rule §109:4-4-03(E) Taking steps reasonably calculated.</p>	<p>The warranty manual contains the required disclosures.</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 does not require that consumers use the manufacturer's complaint process prior to contacting the BBB AUTO LINE.</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 2024 Terrain/Terrain Denali Owner's Manual and 2024 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>"GM Participation in an Alternative Dispute Resolution Program 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 states owner assistance information and GM's participation in the Alternate Dispute Resolution Program. (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</p>	<p>The above-cited notice on page 1 prominently references alternative dispute resolution, although not BBB AUTO LINE by name.</p> <p>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the</p>

<p>experience warranty disputes." warranty</p>	<p>corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</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>The text indicates that BBB AUTO LINE may be available if previously described internal procedures have not resolved the issue.</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>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 manuals.</p>
<p>Additional Florida Disclosure</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>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.</p>
<p>Additional Ohio Disclosures</p>	
<p>(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>GM has provided the requisite documentation, along with instructions to dealers.</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, 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 2023 Audit year. Hyundai provided its 2023 Hyundai Owner's Handbook & Warranty Information and the 2023 Genesis Owner's Handbook & Warranty Information booklets. The page numbers cited below refer to the Hyundai booklet, 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 2023 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 9-12, 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

Federal Disclosure Provisions	
(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 12 that time, mileage limitations may apply.
(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 time consumers experience warranty disputes."	The disclosures in the warranty book are prominent. BBB AUTO LINE is expressly mentioned in the table of contents. 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. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE.

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

	To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE. ⁴²	Before describing BBB AUTO LINE in the warranty manual, Hyundai recommends that consumers follow a series of internal steps but does not require it.
(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."	Hyundai provides this information on page 9 informing the consumer of the BBB AUTO LINE alternative dispute resolution program.
Additional Florida Disclosure	
(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.	Hyundai advises that it provides the Florida Consumer's Guide to its dealers.
Additional Ohio Disclosures	
(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Hyundai advises that it provides the Lemon Law disclosure in the pages of its warranty supplement devoted to Ohio, but not on a separate sheet of paper.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures on the "face of the written warranty" and on a sign.	Hyundai advises that it discloses the required information on the face of its warranty. Information regarding a sign was not provided.
(O3) Rule §109:4-4-03(C)(3) Prior resort disclosure, with specified text, on a sign or a separate sheet of paper	Hyundai discloses the required information of the face of its warranty.

⁴² 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>provided to the consumer "at the time of the initial face-to-face contact."</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>Hyundai does not require that consumers use the manufacturer's complaint process prior to contacting the BBB AUTO LINE.</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 2024 Owner's Handbook for the Jaguar F-Type, XF, E-Pace, F-Pace, and I-Pace, and the 2024 Owner's Handbook for the Land Rover Discovery, Discovery Sport, Defender, Range Rover, Range Rover Sport, Range Rover Velar, and Range Rover Evoque. Jaguar also provided the Owner's Information Supplement for the Range Rover and Range Rover Sport.

Each includes a detailed description of BBB AUTO LINE, generally, followed by state-specific information. References in the chart below are to the 2024 Jaguar F-Type Owner's Handbook, which appears comparable to the Land Rover manuals.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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 307. BBB AUTO LINE is cited 168 times in the 491-page manual.
(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 344-379).
(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). Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Jaguar states, "If you have a problem under JLRNA written warranty, we encourage you to bring it to our attention. If we are unable to resolve your problem, you may file a claim with the BBB AUTO LINE" and provide the required disclosures.

<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>See (4).</p>
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KIA MOTORS AMERICA INC.

Kia participates in all states and is certified in Florida and Ohio. References to the warranty manual are to the 2024 Warranty and Consumer Information Manual 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

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define “the face of the warranty.”)	<p>Kia makes the required disclosures. BBB AUTO LINE is first mentioned on page 4 of the warranty manual and provides detailed information regarding BBB AUTO LINE on pages 27-28 and specific information for each individual state.</p> <p>Kia tells consumers that participation in BBB AUTO LINE is limited by age, mileage, and other contributing factors.</p>
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	<p>Kia addresses the subjects required 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>State-specific Lemon Law information and notices are included on pages 29-93 which typically mention (often multiple times and highlighted with capital letters) BBB AUTO LINE. With over 259 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>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of</p>

	which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Kia indicates that BBB AUTO LINE may be available if previously described internal procedures have not resolved an 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>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>
Additional Florida Disclosure	
(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>Kia did not provide a separate booklet for Florida, however, the Owner's Manual states on the Notice to Consumers State of Florida page "The Motor Vehicles Defect Notification form is provided to you in the pamphlet 'Consumer Guide to the Florida Lemon Law' found in the glove compartment of your vehicle."</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>
Additional Ohio Disclosures	
(O1) Code 1345.74(A) Lemon Law disclosure on a separate sheet of paper.	Kia provides the required information on the Ohio-specific page in its Warranty and Consumer Information Manual.
(O2) Rule §109:4-4-03(C) (1), (2), and (4) Disclosures in the warranty manual and 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.</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 provides the required information on the Ohio-specific page in its Warranty and Consumer Information Manual.
(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."	Kia provides the required information on the Ohio-specific page in its Warranty and Consumer Information Manual.
(O5) Rule §109:4-4-03(E) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE 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.	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; however, similar language does not appear in the Ohio-specific portions of the manual. 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 did not provide a 2023 manual, but confirmed it is the same as the 2022 Regera Owner's Manual and Dealer Warranty Manual⁴³ which are in SUBSTANTIAL COMPLIANCE with the applicable provisions of Federal law.

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</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."	Koenigsegg provides the required disclosures in D.10. BBB AUTO LINE Dispute Resolution Services in its Owner's Manual.

⁴³ 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 2023 with no changes.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(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 2023 MIRA Warranty Booklet and 2021 Lemon Law Booklet. Warranty disclosures have not changed.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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 Lemon Law 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>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</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 directly to the warrantor, “the warrantor shall include the information required in §703.2(b) and (c) of this section.”	Lotus informs the consumers that if a dispute arises regarding the warranty coverage, Lotus provides an informal dispute settlement mechanism through the BBB AUTO LINE.

LUCID

Lucid participates in all states and provided its New Vehicle Limited Warranty for US and Canada, effective Sept. 16, 2021, individual state Notices to Consumers including Ohio and Florida, and Lucid Motors Repurchase-Replace Request letter. The New Vehicle Limited Warranty has not changed related to the warranty disclosures.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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 disclosures 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>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</p>
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing with BBB AUTO LINE.	Lucid requests the consumer contact them with any warranty questions or concerns and provides the BBB AUTO LINE disclosures if the consumer has an unresolved warranty concern.
(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 provided a Repurchase/Replacement Request denial letter that reminds the consumer they may take advantage of the BBB AUTO LINE program and provides the required disclosures.

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 2024 Owner’s Manual for the Grecale and the 2023 Warranty Card for the Garantia.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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 second 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 two pages of warranty text prominently discuss BBB AUTO LINE. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(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 include the information required in §703.2(b) and (c) of this section.”	The text does not directly provide all the information required by Rule 703.2(E). 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.

MAZDA NORTH AMERICA

Mazda participates in all states and is certified in Florida and Ohio. Mazda provided the 2023 and 2024 Warranty information, information regarding the BBB AUTO LINE program given to customers, dealership sign regarding BBB AUTO LINE, Florida Lemon Law Booklet, and Lemon Law Rights Notice to Ohio Consumers.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</p>
(4) Rule §703.2(d) Prohibition on requiring that consumers use	<p>Mazda describes the BBB AUTO LINE program as a "final step" available when mutual agreement is not possible.</p>

<p>manufacturer's review processes before filing with BBB AUTO LINE.</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>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>Additional Florida Disclosure</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 "Florida Lemon Law Booklet" with new vehicle purchases and provided an order form showing that it obtains these materials from the office of the Florida Attorney General.</p>
<p>Additional Ohio Disclosures</p>	
<p>(O1) Code §1345.74(A) Lemon Law disclosure on a separate sheet of paper.</p>	<p>Mazda provides "Lemon Law Rights Notice to Ohio Consumers" that provides the required disclosures.</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>
<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 "Lemon Law Rights Notice to Ohio Consumers" that provides the required disclosures.</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 provided its denial letter reminding consumers of the BBB AUTO LINE Informal Dispute Resolution program.</p>

ANALYSIS OF WARRANTOR COMPLIANCE: MAZDA NORTH AMERICA

<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 does not require consumers to utilize their review process before contacting BBB AUTO LINE and states "if there is ever a question about our decision, Mazda believes in providing a fast, fair and free method such as the BBB AUTO LINE to ensure Mazda delivers on our commitment to do the right thing for our customers."</p>
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MERCEDES-BENZ

Mercedes-Benz participates in Arkansas, California, Kentucky, and Minnesota, and provided the Mercedes-Benz 2023 Warranty Booklet.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) To define “the face of the warranty.”)	Mercedes-Benz provides the specified information on page 11. 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 on pages 94-97.
(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 required disclosures regarding BBB AUTO LINE in Mercedes-Benz’s warranty booklet appear starting on page 11 and continues on pages 94-97. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer’s review processes before filing with BBB AUTO LINE.	Mercedes-Benz states, “If you have a problem arising under your Mercedes-Benz written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE.”
(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.”	Mercedes-Benz tells consumers about the existence of BBB AUTO LINE and provides a phone number and web link.

NISSAN NORTH AMERICA (WITH INFINITI)

Nissan (together with Infiniti) participates in all states, with certification in Florida and Ohio. Nissan submitted Nissan's 2023 Warranty Information booklet and Customer Care & Lemon Law Information (Supplement to 2023 Infiniti Warranty Information Booklet and 2023 Infiniti Owner's Manual).

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(1) Rule §703.2(b) (and Rule §703.1(h) to define "the face of the warranty.")	The warranty manual includes the required information in the required placement and uses a text box to further highlight the prior resort requirement. Nissan imposes age, mileage, and other limits on the availability and scope of the program.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	Nissan addresses the subjects required by the rule, except for the types of information that consumers need to provide to BBB AUTO LINE.
(3) Rule §703.2(d) "Steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes."	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 & LEMON LAW INFORMATION." that discusses BBB AUTO LINE at the outset and in various state-specific discussions. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(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	The manual provides the required information; if they first contact BBB AUTO LINE, they will get most, if not all, of the required information.

warrantor shall include the information required in 703.2(b) and (c) of this section."	
Additional Florida Disclosure	
(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 states in the Customer Care & Lemon Law Information Booklet on page 21 that Florida consumers should have received a copy of the "Consumer Guide to Florida Lemon Law" at the time of delivery of their vehicle.
Additional Ohio Disclosures	
(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 provides the Ohio-specific consumer information on page 56 in the Customer Care & Lemon Law Information Booklet.
(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."	See Item (O2).
(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 Items (3), (5) and (O2).
(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.	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." The Infiniti text does not include the affirmative disclosure under the rule; the Nissan text does.

PAGANI

Pagani participates in all states and is not certified with Florida or Ohio. They provided their 2022 Warranty Booklet. The 2023 Warranty Booklet has not changed related to the warranty disclosures.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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. Page 2 text states, "Pagani is a member of the BBB Auto Line informal dispute settlement mechanism. See page 30 for information."
(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 additional materials.</p> <p>Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</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 on page 29.
(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 participates in all states and is not certified in Florida or Ohio. They provided the 2022 R1T & R1S New Vehicle Limited Warranty Guide. Warranty disclosures have not changed.

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

CONSUMER FACING MATERIALS

Federal Disclosure Provisions	
(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. BBB Auto Line is mentioned in the Table of Contents.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	The manual addresses the subjects required by the rule and provides contact information for BBB AUTO LINE.
(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. Mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer's review processes before filing a complaint with BBB AUTO LINE.	Rivian does not require consumers to seek redress directly from the warrantor.

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 2023 and Audi model year 2023, California, Florida and Ohio Dispute Resolution Program information, BBB AUTO LINE information card, and BBB AUTO LINE training information. Citations below are from the 2023 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

Federal Disclosure Provisions	
<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 Specific 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 2023, 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</p>

	LINE and tells the consumer to contact BBB AUTO LINE to determine current eligibility standards.
(2) Rule §703.2(c) Required disclosures regarding the mechanism.	The manual addresses the subjects required by the rule, except that the timing to resolve a case only appears in the California-specific discussion. ⁴⁴
(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 manuals include multiple references to BBB AUTO LINE.</p> <p>Volkswagen 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, mentions of BBB AUTO LINE and the Better Business Bureau within the warranty materials may cause consumers to visit the corresponding websites, both of which discuss BBB AUTO LINE. To the extent that these, and the oral disclosures made to consumers who call BBB AUTO LINE, can be attributed to participating manufacturers, these disclosures comprise a further disclosure.</p>
(4) Rule §703.2(d) Prohibition on requiring that consumers use manufacturer’s review processes before filing a complaint with BBB AUTO LINE.	Although Volkswagen says that BBB AUTO LINE is available “if we are unable to resolve” a problem, it only “requests” that 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	Volkswagen provided a letter with most of the required information, but with no mention of prior resort.

⁴⁴ 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.”

warrantor, "the warrantor shall include the information required in §703.2(b) and (c) of this section."	
Additional Florida Provision	
(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.
Additional Ohio Provisions	
(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 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.	The warranty booklet uses the language noted in Item (4). Volkswagen does not make affirmative disclosures in its signage.

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,⁴⁵ correspondence with manufacturers, multiple arbitrator training materials (unchanged from the 2022 Audit), 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."

At the end of 2023, BBB AUTO LINE employed eight claims intake specialists (DRS1), eleven dispute resolution specialists (DRS2), two Senior Dispute Resolution Specialists, and six Managers.⁴⁶ A DRS1 is responsible for processing the initial information provided by the consumer attempting to open a BBB AUTO LINE case. If a case is outside of their purview, it may be escalated to a DRS2. A DRS2 determines eligibility of vehicles for the BBB AUTO LINE program and mediates settlement agreements between consumers and manufacturers. Cases that a DSR2 is not able to resolve are escalated to a Senior Dispute Resolution Specialist (who assists the Dispute Resolution Operations Manager in overseeing the program, especially timely processing and escalated calls), or the applicable Manager.

Newly hired claims intake specialists receive two weeks of basics training, including database usage. Claims intake specialists who are promoted to dispute resolution specialists must complete a two-week intensive training course, then receive another two weeks of individual and

⁴⁵ <https://bbbprograms.org/programs/all-programs/bbb-autoline/how-bbb-auto-line-works#rules>

⁴⁶ BBB AUTO LINE employed a Senior Manager of Policy and Compliance, a Senior Manager of Customer Service & Policy, a Senior Manager of Dispute Resolution Operations, a Customer Service and Policy Manager, a Quality Assurance Manager, and a Compliance Manager.

group sessions in addition to shadowing experienced case handlers. Dispute resolution specialists hired externally receive the same training, with the addition of instruction regarding the database. Once training is complete, new dispute resolution specialists will be given a limited caseload (often restricted to one manufacturer or a small number of states) and their calls may be monitored by more experienced staff for a limited period of time.

BBB AUTO LINE also employed General Counsel to provide legal assistance to BBB AUTO LINE, a Manager of Training & Continuous Learning to oversee the arbitration coordination department and training of BBB AUTO LINE staff and volunteer arbitrators, three Arbitrator and Training Coordinators, a Dispute Resolution Administrative Assistant, a Director of IT Operations, a Programmer/Analyst, and a Web Developer. The BBB AUTO LINE Program is overseen by the Vice President of Dispute Resolution Programs.

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 either licensed attorneys working in various areas of practice or experienced alternative dispute resolution specialists, each of which displayed professionalism and adherence to the BBB AUTO LINE program's policies, procedures, and trainings.

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 website⁴⁷ 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 manufacturers." 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."

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."

On its website, BBB AUTO LINE acknowledges its impartiality obligation by stating "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." Among consumers surveyed in the 2023 National sample, 78.1% of consumers reported

⁴⁷ <https://bbbprograms.org/programs/all-programs/bbb-autoline>

that the BBB AUTO LINE Staff's objectivity and fairness were Good or Excellent. Overall, 82.1% of the consumers surveyed rated the BBB AUTO LINE STAFF as Average, Good, or Excellent.

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 arbitrators are picked randomly from the pool of arbitrators available on the parties' preferred date for the arbitration hearing. 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. To the extent any sort of relationship exists between a party and the arbitrator, either party may decide whether the arbitrator should serve in the case.⁴⁸ 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 state or federal law provides otherwise."

When asked to evaluate the arbitrator's understanding of the facts of their case, 65.9% of consumers responding to the 2023 National survey provided ratings of Average, Good, or Excellent. 55% of consumers graded the arbitrators as Average, Good, or Excellent when evaluating the impartiality of the arbitrator's decision. While 53.7% of consumers stated the arbitrators were Average, Good, or Excellent in coming to a "reasoned & well-thought-out decision."

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.

§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

⁴⁸ BBB AUTO LINE Arbitration Rule 4.

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.⁴⁹

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 manual highlights 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, 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.

⁴⁹ 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.

§703.5 OPERATION OF THE MECHANISM.

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.

CLAIM PROCESS

Information regarding how to contact the BBB AUTO LINE is included in the participating Manufacturer’s Warranty and/or Owner’s Manual (see detailed analysis in Section I, above).

Consumers start the process by filing a complaint with BBB AUTO LINE using an online complaint form or calling the Dispute Settlement Center (DSC) at 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.⁵⁰

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 receives notice of a dispute. This is triggered when the consumer makes the initial contact (Florida and California) and then the completed consumer complaint form is received (all other states).

OPENING A CASE

Once the consumer submits the complaint, they receive an email from the BBB Intake Specialist with instructions on how to create an account for the BBB AUTO LINE Portal and how to access and submit the Consumer Claim Form (CCF).⁵¹

The consumer then completes and submits the CCF to the DSC, including copies of the vehicle registration, purchase contract, correspondence, and repair orders. BBB AUTO LINE notifies the consumer when all required information has been received. The email may include whether

⁵⁰ [How BBB AUTO LINE Works \(bbbprograms.org\)](http://bbbprograms.org)

⁵¹ A sample CCF form is attached as Appendix A, Fig. 4.

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 has been opened, a Dispute Resolution Specialist is assigned to the claim, and they facilitate the process with the consumer and manufacturer.

Among consumers surveyed in the 2023 National sample, 88.3% recalled receiving these materials. And, among those, 94.6% said the explanatory materials were very or somewhat clear and easy to understand, and 82.8% said they were very or somewhat helpful.

In Florida, when the Vehicle Identification Number (VIN) 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 hearing⁵² 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

Once a case is open, a Dispute Resolution Specialist reviews the claim for eligibility under the applicable program summary and specific state Lemon Laws. A number of factors may determine a claim's eligibility for the BBB AUTO LINE Program, these include, but are not limited to: (1) whether the vehicle's manufacturer participates in the BBB AUTO LINE Program, (2) whether the vehicle is covered under the manufacturer's warranty, (3) state-specific laws affecting eligibility, and (4) whether the specific issue with the vehicle is covered by the warranty.⁵³

In 2023 BBB AUTO LINE rejected as ineligible 6,189 of 12,512 (49.5%) 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 the consumer had not returned their signed Customer Claim Form.⁵⁴

⁵² BBB AUTO LINE advised that most hearings in 2023 were held remotely; however, some were held at their Florida office at the request of the consumer. Arbitrators may also request an in-person or third-party inspection of a vehicle.

⁵³ <https://bbbprograms.org/programs/all-programs/bbb-autoline>

⁵⁴ This information is provided to the consumer via BBB AUTO LINE's Federal and state-specific lemon law summaries, or, in the case of the unsigned CCF, the BBB AUTO LINE program summary. These materials are sent to the customer at the same time as their initial claim form.

AGE AND MILEAGE RESTRICTIONS

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 programs 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

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.⁵⁵ Ohio's Lemon Law is silent on the subject.

REASONABLE OPPORTUNITY TO REPAIR ISSUES

Preliminarily, claims should be closed on the basis that the manufacturer has 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), 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)

⁵⁵ 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."

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 inform 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 in order to make a fair decision, the arbitrator may direct that this additional evidence be submitted at a subsequent hearing or in any manner deemed appropriate by the arbitrator. The arbitrator will make every effort to obtain all necessary information in a timely manner so the decision may be rendered within the applicable time limits.

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

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. In 2023, the BBB AUTO LINE reported that 3,604 (28.8%) submitted claims were mediated through the Program.

BBB AUTO LINE describes the mediation process to consumers as follows:⁵⁶

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

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:

(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

⁵⁶ [How BBB AUTO LINE Works \(bbbprograms.org\)](http://bbbprograms.org)

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 its reasoning, more than any other aspect of the program, is the 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 stress that fairness is an important consideration in the overall decision-making process. Written decision should:

- Provide detailed reasoning that cites specific evidence presented by the parties;
- Include reasoning that is definitive, clear, decisive and unequivocal;
- Resolve contradictory evidence;
- Reflect each party's perspective;
- Reflect the Standards of the Lemon Law; and
- Be written so that the losing party understands why they lost.

BBB AUTO LINE provides the arbitrators with a checklist and explanation of issues that should be addressed when writing the *Reasons for the Decision*:

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.

To help ensure consistency between arbitrators' decisions, BBB AUTO LINE utilizes standard forms for arbitrators to write their 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.

Among consumers surveyed in the 2023 National sample, 55% of consumers graded the arbitrators as Average, Good, or Excellent when evaluating the impartiality of the arbitrator's decision. Additionally, 53.7% of consumers stated the arbitrators were Average, Good, or Excellent in coming to a "reasoned & well-thought-out decision."

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:

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.

The BBB AUTO LINE Arbitration Rules ("Arbitration Rules"), Rule 3, requires that the Dispute Resolution Specialist prepare an *Agreement to Arbitrate* that lists the vehicle problems to be arbitrated. Only those vehicle problems listed in the *Agreement to Arbitrate* may be discussed at

the arbitration hearing and considered by the arbitrator when reaching a decision. Additionally, only those vehicle problems that fall within a manufacturer's precommitment to arbitrate shall be included in the Agreement to Arbitrate.

The *Agreement to Arbitrate* must be provided to each party with the written hearing notice and 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.⁵⁷

In moving the case to the final stage of the arbitration process, Rule §703.5(g) requires certain disclosures be given 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.⁵⁸

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.

⁵⁷ In the sample of cases that Auditor reviewed, all cases that reached arbitration provided an Agreement to Arbitrate to all parties, excepting one case which was filed by a California resident. BBB AUTO LINE's California-specific Rules do not mention Agreements to Arbitrate. BBB AUTO LINE's "Arbitration in California" Rules can be found here:

<https://bbbprograms.org/programs/all-programs/bbb-autoline/how-bbb-auto-line-works#rules>

⁵⁸ The bolded disclosure in the Decision Cover Letter reads:

"You may reject this decision, and, if eligible, may request arbitration by the Florida New Motor Vehicle Arbitration Board administered by the office of the Attorney General.

To obtain information about and file a claim with the state-run Florida New Motor Vehicle Arbitration Board, you should contact the Office of the Attorney General, Lemon Law Hotline at 800.321.5366 (850.414.3500 if outside Florida), or via email to: flalemonlaw@myfloridalegal.com. The mailing address is: Office of the Attorney General, Lemon Law Arbitration, PL-01, The Capitol, Tallahassee, FL 32399-1050.

PLEASE BE ADVISED: the Florida Lemon Law requires that a request for arbitration by the Florida New Motor Vehicle Arbitration Board be filed by a consumer no later than 60 days after the expiration of the lemon law rights period (the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer) or within 30 days after the final action of BBB AUTO LINE, whichever date occurs later."

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. 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)); however, 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, by clicking the "VIEW ALL DOCS – PDF" button at the bottom of the list of uploaded documents.

After an arbitrated decision is provided to the consumer, the arbitrator generally will not be further involved. However, under the Arbitration 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.⁵⁹ 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

⁵⁹ BBB AUTO LINE Arbitration Rule 22.D.

reasoning.⁶⁰ 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.⁶¹

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 is 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:

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.⁶²

BBB AUTO LINE reports that for cases arbitrated and closed in 2023, 31.7% of all arbitrated cases in 2023 were closed within the 40-day period, which decreased to 24.7% if cases where the consumer hired an attorney were excluded. For mediated cases, 86.9% were closed within the 40-day period; however, if cases where the consumer hired an attorney were excluded, the figure rises to 87.6%. Across all cases, 83.6% were completed within the 40-day period. Generally, most delays were caused by 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.⁶³ Of the six sample claim files reviewed by Auditor, only two of the cases met the 40-day deadline. However, three of the cases were delayed beyond the period due to the

⁶⁰ BBB AUTO LINE Arbitration Rule 22.C; California Rule 23.E.

⁶¹ BBB AUTO LINE Arbitration Rule 23.E.

⁶² 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.

⁶³ See Section III for more details.

consumer either not responding to BBB AUTO LINE Staff or not providing further documentation requested by the Arbitrator. The decision in the final case was rendered 3 days past the deadline (43 days total).

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 58.1% timeliness rate across both mediated and arbitrated cases; 67.1% of mediated cases and 26.2% 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.

BBB AUTO LINE measures timing as follows:

Starting the clock. Outside of 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 begins 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. A more in-depth analysis can be found in Section III.

When a consumer is not satisfied with the execution of a repair settlement, BBB AUTO LINE uses a different approach. If the consumer informs BBB AUTO LINE of their dissatisfaction within sixty days from 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,”⁶⁴ and a new 40-day clock begins. BBB AUTO LINE's written repair settlement agreements clearly inform consumers of their ability to reopen their cases within the specified time limits.

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

⁶⁴ As needed, there could also be a 2R (and, on rare occasions, beyond).

elapsed. The 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.

When consumers do not respond to a Performance Verification Letter within 8 days of receipt, BBB AUTO LINE assumes timely compliance. There were 156 cases in the National Survey where the consumer was asked about timely compliance and did not respond “not sure.”⁶⁵ Among these 156 cases, 8 consumers reported⁶⁶ that the deadline had not yet expired, 114 consumers (73.1%) responded that the manufacturer had complied in timely fashion, while 34 consumers (21.8%) reported delayed compliance. Of these cases, 12 (7.6%) were instances in which the consumer did not return their Performance Verification Letter, which is below the margin of error for this question. This is, therefore, an acceptable margin of compliance.

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 was one case in which an attorney represented the consumer. No deficiencies were observed in the arbitrators' preparation for any of these hearings or in the arbitrators' 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 for further explanation of timing obligations.

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). In short, Manufacturers participating in BBB AUTO LINE 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 (30 days 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*

⁶⁵ Consumers know whether the manufacturer performed, so “not sure” responses are most likely to reflect uncertainty about timing. See Section III for more details.

⁶⁶ See TechnoMetrica Market Intelligence Report, more fully described in Section III.

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, includes 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.

§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 relied upon for 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.

§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.

BBB AUTO LINE's Arbitration Rule 24 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:

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 minimum 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.⁶⁷

METHODOLOGY

The random sample was provided by TechnoMetrica Marketing Intelligence ("TechnoMetrica") and conducted via telephone survey.⁶⁸ 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. 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 20 replicates: 19 replicates of 500 records each and 1 with 373 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 2023 cases. The National data collection touched 8 of the 20 replicates.⁶⁹ 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.⁷⁰ 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.⁷¹

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 analysis comparing the consumer's answers to the survey with the corresponding individual case

⁶⁷ 16 CFR § 703.7(b)(3).

⁶⁸ Auditor made some small alterations to the survey questions to make them clearer to the respondents; otherwise, it is largely identical to the survey from the previous year.

⁶⁹ Appendix B, BBB AUTO LINE Annual Audit Telephone Survey of 2023 Customers National Cases March 2024 (TechnoMetrica Market Intelligence).

⁷⁰ 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.

⁷¹ 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.

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 Auditor 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.⁷²

ANALYSIS

The sampling frame for the national survey was 9,873 after cleaning and refining. This sampling frame was then randomized and divided into a total of 20 replicates: 19 replicates of 500 records each and 1 with 373 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 2023 cases. The National data collection touched 8 of the 20 replicates, resulting in a total of 404 completed survey responses and a +/-4.8% margin of error.

Due to sample limitations, there is some overlap between the consumer responses in Florida and Ohio surveys and the ones 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 purpose 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 2023,⁷³ only 7 respondents (1.7%) disagreed with BBB AUTO LINE records, correcting the make or model of their vehicle. Of these discrepancies, 3 were the result of a typo on the consumer's part (or the consumer not correcting a typo on their initial claim form). In 2 other cases, 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. Two further respondents corrected the make of their vehicle from the parent company to one of the subsidiaries or the model with the type of vehicle.

The majority (71.3%) 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

⁷² 16 CFR § 703.7(b)(3).

⁷³ Appendix B, Q1A Chart.

deals with Magnuson-Moss and various state Lemon Laws, which require the vehicles to be under warranty. Most (93.3%) of the oldest vehicles (2011-2018) were deemed ineligible for the BBB AUTO LINE program. The manufacturers had attempted to repair the majority (85.2%) of the vehicles in question at least once, and 50.4% of these cases pertained to vehicles that had been through four or more repair attempts.⁷⁴

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 13.0% of consumer respondents learned about BBB AUTO LINE from their warranty documents.⁷⁵ 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.⁷⁶ They were asked to confirm that their complaints were either ineligible, withdrawn, mediated, or arbitrated. Of the 404 eligible cases, 29 (7.2%) disagreed with BBB AUTO LINE's internal indices.

INELIGIBLE CASES

Seventeen of those 41 consumers (41.5%) were those whose case was categorized by BBB AUTO LINE as ineligible. Some of these cases were ineligible for the BBB AUTO LINE program due to the vehicle exceeding age or mileage requirements; however, the consumer was still able to seek relief directly from the manufacturer or dealer. The consumers 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, number of repair attempts, or settlement with the manufacturer directly). This accounted for 11 of the 17 cases (64.7%).

Five of the 17 consumers (29.4%) 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 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 except 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.⁷⁷

One consumer (5.9%) seemed to be confused about the criteria that BBB AUTO LINE uses to categorize cases. They did not agree that their case was ineligible and said that they had

⁷⁴ Appendix B, Q2 Chart.

⁷⁵ Appendix B, Q3 Chart.

⁷⁶ Appendix B, Q4-Q5 Chart.

⁷⁷ Most consumers from whom BBB AUTO LINE have not received a signed claim form will be sent a reminder notice. The case will be closed and classified as ineligible fourteen (14) days later if the consumer does not return the signed form.

traded in their vehicle. BBB AUTO LINE deemed the case ineligible because the consumer no longer owned the vehicle that was the subject of the case.

SETTLEMENT

Ten discordant answers (34.5%) concerned cases where BBB AUTO LINE indices stated that the BBB AUTO LINE mediated a settlement between the manufacturer and the consumer.

Four consumers stated that their cases were not resolved or were not yet resolved. In three 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. For example, in one case, the settlement agreement was for a repair attempt, but the dealership was unable to replicate the consumer's issue. In the fourth case, the remedy was not finalized until after the survey was completed.

One consumer stated that they never heard from BBB AUTO LINE. An examination of the case file revealed BBB AUTO LINE facilitated a settlement between the consumer and the manufacturer. Both BBB AUTO LINE and the manufacturer sent a version of the agreement to the consumer, which may be the cause of the confusion.

Two consumers stated that their cases were withdrawn. In one case, BBB AUTO LINE mediated a settlement agreement between the consumer and the manufacturer. The consumer initially agreed to the settlement, but later cancelled the remedy because the issue with the vehicle was no longer a problem. The second case also had a settlement agreement on file, though the consumer did not allow the remedy to be completed and indicated that they were pursuing the case outside of BBB AUTO LINE.

One consumer stated that an arbitrator decided their cases. An examination of the corresponding case files revealed that BBB AUTO LINE mediated a settlement agreement, but the consumer was unsatisfied. The case was reopened as a 1R case,⁷⁸ which was arbitrated. The consumer presumably answered based on their 2024 1R case rather than their case in 2023.

One consumer indicated that their case was not mediated, but they had temporarily closed it in order to determine if the repair attempt had worked. BBB AUTO LINE files indicated that the repair attempt was the remedy awarded by the mediation agreement.

One consumer answered these questions with a summary of the issues they had with their vehicle rather than if a settlement agreement had been reached. BBB AUTO LINE case files indicated that an agreement was reached and the consumer accepted it.

WITHDRAWN OR ARBITRATED CASES

One of the 41 discordant cases (2.4%) concerned a vehicle that had been categorized as withdrawn by BBB AUTO LINE. This consumer claimed that an arbitrator decided their case. An

⁷⁸ If a consumer communicates their dissatisfaction with their awarded remedy to BBB AUTO LINE more than sixty days after the settlement letter is sent, a new case is opened, with the original case number followed by "-1R."⁷⁸

examination of the corresponding case file revealed that, while the manufacturer offered a minimal goodwill payment, the case did not reach arbitration. The consumer did not accept the payment and instead decided to hire an attorney to pursue the case outside of BBB AUTO LINE. The consumer indicated they were not interested in continuing with their BBB AUTO LINE case, so their case was categorized as withdrawn and a letter informing the consumer of this was sent.

One of the 41 discordant cases (2.4%) concerned a vehicle that had been subject to a decision from a BBB AUTO LINE arbitrator. The consumer stated that "IT WAS NOT RESOLVED." The BBB AUTO LINE case file reveals that the arbitrator decided the vehicle in question did not meet the state's Lemon Law requirements. The consumer did not return the arbitration acceptance form or otherwise contact BBB AUTO LINE, so it was assumed that the consumer rejected the decision, and the case was closed.

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
- if none of the above, what would best describe their settlement.

For this question, there were only 17 discordant answers from a total of 191 (8.9%).

MEDIATED CASES

Eleven of the 17 discordant cases⁷⁹ were mediated.⁸⁰ Four of these cases were categorized as ineligible by BBB AUTO LINE's indices, while consumers classified their remedy as a refund or replacement. Three cases were deemed ineligible by BBB AUTO LINE because the Customer Claim Forms (CCF) had not been returned with the consumer's signature. In the fourth, the case was initially deemed ineligible due to the lack of a signed CCF; however, the consumer returned the CCF a week after the date of closure and a new case was opened. In these cases, it is likely that the consumers provided the ultimate solution to their claim, rather than the role that BBB AUTO LINE played in their case.

Similarly, there were 2 cases where BBB AUTO LINE indices indicated were resolved by a refund or replacement. Both had settlement agreements mediated with BBB AUTO LINE for a refund or replacement on file; however, both consumers claimed their cases had been resolved with a repair award. An examination of the case files in question revealed that one case had multiple settlement agreements. The manufacturer initially offered a repair upon receiving notification of the consumer's claim, but the first settlement agreement sent by BBB AUTO LINE was for a repurchase or refund. The final resolution to the case was reimbursement. In the second case,

⁷⁹ Appendix B, Q6-6A Chart.

⁸⁰ A BBB AUTO LINE employee facilitated a settlement agreement between the consumer and manufacturer.

the initial settlement agreement through BBB AUTO LINE was for a repurchase. However, the manufacturer required a final repair attempt before they would complete the repurchase. In both cases, the consumers appear to have answered based on the outcome of their cases rather than what was written in their settlement agreements.

There were 4 cases that were marked by BBB AUTO LINE as resulting in a repair or inspection, while the consumers stated that the result of their BBB AUTO LINE case was a refund or replacement. Three of these consumers were sent settlement agreements mediated by BBB AUTO LINE for replacements. The fourth consumer was sent a settlement agreement for a repair, but was presumably unhappy with the repairs as they opened a new case for the same vehicle. The new case was not resolved in 2023 and, therefore, beyond the purview of this audit. Manufacturers often offer a refund or replacement if they are unable to rectify the consumer's complaints during the repair attempt, which may be the source of confusion.

The remaining case was classified by BBB AUTO LINE as resulting in a remedy other than a repair, repurchase, or replacement, while the consumer stated that the remedy was a repair. The consumer provided the paperwork documenting the repairs to their engine and requested an exchange for a new vehicle of the same model. The manufacturer's initial response to the consumer's CCF was that they would continue to honor the terms of the warranty but would not offer any other award. A week later, BBB AUTO LINE mediated a settlement in which the manufacturer gave the consumer rewards points. As such, it appears that the consumer answered this question based on the remedy to their vehicle rather than the remedy to their BBB AUTO LINE case.

ARBITRATED CASES

Six of the 17 discordant cases⁸¹ were arbitrated.⁸² One of these cases was classified as withdrawn by BBB AUTO LINE, while the consumer expressed that they had been offered a settlement. An examination of the corresponding case file revealed that the vehicle was ineligible for the consumer's preferred remedy, but the manufacturer offered a goodwill payment. The consumer was not satisfied with the offer and withdrew their case to pursue their complaint with a lawyer outside BBB AUTO LINE.

Two cases were classified as ineligible by BBB AUTO LINE indices. One consumer contested this and instead stated that there was no remedy. A review of the case file revealed that this consumer had attempted to reopen a case that had been previously arbitrated. BBB AUTO LINE was not able to re-arbitrate this case, as the consumer's issues were unable to be duplicated and did not impact the safety, use, or value of the vehicle. The case was deemed ineligible, and there was no remedy awarded. Another case was deemed ineligible by BBB AUTO LINE, though the consumer stated that they were awarded a reimbursement. While the vehicle was ineligible for the BBB AUTO LINE program, the manufacturer voluntarily offered a partial reimbursement of repair costs.

⁸¹ Appendix B, Q7-7A Chart.

⁸² The consumer and the manufacturer agreed to let an impartial BBB AUTO LINE arbitrator decide the outcome of their dispute.

BBB AUTO LINE indices indicated that the arbitrator's decision for the remaining two cases was that the manufacturer was to refund or replace the vehicle. The consumers contested this in their survey answers, stating that there was no remedy. In one of these cases, the arbitrator awarded a repurchase. The consumer submitted a request to increase the amount offered for the repurchase. The arbitrator rejected the request, so the consumer rejected the arbitration decision, instead electing to pursue the case outside of BBB AUTO LINE. In the second case, the consumer stated that the remedy was to return their car to the dealership but that the vehicle was never fixed. The case file revealed that the arbitrator awarded a repurchase. A repurchase involves returning the vehicle to the dealership in exchange for a check; it does not involve a repair attempt to the vehicle in question.

In the final case, BBB AUTO LINE records indicated that the arbitrator's decision called for the manufacturer to attempt to repair the consumer's vehicle, but the consumer stated that they were awarded no remedy. An examination of the case file revealed that the initial decision was for an inspection and repair, but the consumer was unsatisfied with the repair and opened a 1R case. Although the consumer was awarded a remedy, they felt the remedy was not satisfactory, which was likely the reason they responded there was no remedy.

WITHDRAWN CASES

A total of 19 consumers who withdrew their case answered these questions.⁸³ Thirteen consumers stated they withdrew their complaint because the matter was settled, or the vehicle was repaired. The other 6 consumers stated they withdrew their complaint for other reasons. The reasons included being ineligible for the program; not being satisfied with the proposed remedy; and hiring legal counsel or otherwise pursuing their case outside of the BBB AUTO LINE program.

COMPLIANCE QUESTIONS

Of the consumers whose cases were arbitrated or mediated *and* accepted an award, 73.1% of the awards were completed within the time specified (including any extensions to which the consumer agreed). The awards of 8 cases (5.1%) had, at the time of the survey, not yet been completed, but the time limit had not yet expired. The awards of 34 (21.8%) of the cases were delayed; 25 consumers (16.0%) reported that their award had been carried out *after* the specified time period, and 9 consumers (5.8%) reported that the specified time period expired, but the settlement had not yet been carried out.⁸⁴

A micro analysis of the 34 delayed cases revealed that 12 (35.3%) were cases in which BBB AUTO LINE sent the consumer a performance verification letter and the consumer did not return it or otherwise communicate with BBB AUTO LINE. Per the notice on the letter,⁸⁵ BBB AUTO LINE assumed that the awards were completed in a satisfactory and timely manner. However, in 7 of

⁸³ Appendix B, Q8 Chart.

⁸⁴ Appendix B, Q9-10 Chart.

⁸⁵ "Please complete the above questions and return this letter to our office. If I have not heard from you **within eight days** from the date of this letter, your claim will be closed, and I will assume that performance was both timely and satisfactory."

the 34 discordant cases (20.5%), there was no record that BBB AUTO LINE sent the consumer a verification letter.

Six of these cases were ones in which the consumer was unsatisfied with either the remedy awarded or the performance of the remedy. These cases were reopened and, most likely, the consumers answered these questions based on the opening date of their initial case and the closing date of the reopened case, or perhaps the date the remedy was completed, rather than the date of the original settlement agreement or arbitration decision. A seventh consumer was unsatisfied with the lack of performance of their remedy, but did not pursue the case further through BBB AUTO LINE.

Four other consumers returned their performance verification letters or otherwise informed BBB AUTO LINE that there was a problem with their remedy. BBB AUTO LINE reached out to the manufacturers on the consumer's behalf to request updates and facilitate a performance date. The final 3 consumers returned their performance verification letters with performance dates within the estimated time limit pursuant to the settlement agreement or within the extension period to which they agreed.

TIMING QUESTIONS

More discrepancies appeared between BBB AUTO LINE internal indices and consumer responses regarding the time it took either to come to a settlement agreement or to receive a decision from the arbitrator.⁸⁶ Respondents were asked to confirm the number of days recorded in BBB AUTO LINE's records. Most arbitration cases took over 41 days for a decision to be issued, while mediated cases were typically resolved within 40 days. Thirty of the 191 consumer answers differed from BBB AUTO LINE's indices, resulting in a 15.7% discordance.

Twelve of these discordant instances were either "1R" cases or cases that would be reopened in 2024. The survey questions requested information specifically about the opening and closing dates of the most recent case in the 2023 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. Some consumers may also have answered based on the time that it took for the remedy to be completed instead of the date they received their settlement letter or arbitration decision.

Five of the discordant cases had multiple settlements – some had as many as three. BBB AUTO LINE considers a case to be closed once the first settlement agreement is facilitated through BBB AUTO LINE. These five respondents may have answered based on either the date of their final settlement agreement, or the day that their remedy was completed.

There was one discordant ineligible case, for which the consumer reported that it took over 250 days to decide their complaint, while BBB AUTO LINE indices state only 5 days. An examination of the case file revealed that the case was deemed ineligible, as the consumer had not contacted BBB AUTO LINE within the necessary timeframe. The consumer submitted an appeal, and a new case was opened as a warranty extension claim instead of a warranty claim.

⁸⁶ Appendix B, Q11-12 Chart.

The consumer may have answered this question based on the start date of the initial case and the remedy date of the subsequent one.

Of the 12 remaining cases, 4 consumers answered this question with a number that was approximately the same as the number of days between the date their case was opened and the date that their performance verification letter was sent, and five answered with dates well after the date the performance verification letter was sent. Two consumers answered with a number of days that was higher than BBB AUTO LINE's records, but not as high as it would have been if they had answered based on the date the performance verification letter was sent. One consumer rejected their arbitration decision but submitted a number that was significantly beyond the date they rejected the decision. These consumers likely answered this question based on how long it took for their remedy to be completed, or the amount of time it took the consumer to pursue a remedy for the vehicle outside of BBB AUTO LINE.

Ultimately, all of these discordant answers can be attributed to consumers not understanding when BBB AUTO LINE opens or closes a case.

DOCUMENTS

Of the 404 completed survey responses, 316 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 42 (11.7%) reported that they did not.⁸⁷ A micro analysis of BBB AUTO LINE records and case files revealed that BBB AUTO LINE did send out a claim form to all of these consumers, and that the consumers returned the signed claim form to BBB AUTO LINE. Standard program summaries were sent to all but 10 of these consumers, all of whom opened their cases in California; however, a link to the applicable summary on the BBB website was provided to all consumers in the letter enclosing their Customer Claim Form (CCF).

The fact that the consumers who were sent both the CCF and the summary documents had signed and returned the CCF 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 receiving them. There is also the possibility that the documents never reached the consumer; however, since all these consumers returned their claim forms, that seems unlikely.

Of the 316 respondents who reported they had received both the summary and claim documents, 59.3% thought that the documents were "very" clear and understandable, while 35.3% thought they were "somewhat" clear and understandable, and only 5.4% (17 respondents) thought that they were "not at all" clear and understandable.

Of these same 316 respondents, 45.3% reported that the documents were "very" helpful, 37.5% reported that they were "somewhat" helpful, and 17.2% (53 respondents) reported that they were "not at all" helpful. Auditor reviewed the summary documents and found them to be clear and concise.

⁸⁷ Eleven reported that they were not sure. Appendix B, Q19 Chart.

Of the 149 respondents whose cases were mediated by BBB AUTO LINE and answered questions about BBB AUTO LINE documents,⁸⁸ 22 stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account. A micro analysis of the corresponding case files revealed that BBB AUTO LINE had indeed sent messages to all but one of these consumers, although there is no confirmation the consumers received or read them. The final consumer did not receive an explanation of the terms of their settlement because their case was ineligible.

Similarly, of the 42 applicable arbitrated cases, nine 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.⁸⁹ In seven of these cases, a micro analysis 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 cases, the consumer's case was either ineligible for arbitration through BBB AUTO LINE or withdrawn so that the consumer could pursue their complaint with an attorney. Two consumers also reported that they did not receive a copy of the arbitrator's decision by either electronic or physical mail; in both cases, the decision was sent through their online account.⁹⁰

When asked if BBB AUTO LINE called and/or messaged them to discuss whether the manufacturer was performing the remedies as promised,⁹¹ 42 consumers expressed that BBB AUTO LINE did neither. An examination of the corresponding case files revealed that 21 of these consumers were sent performance verification letters or other form of electronic communication, 3 spoke with BBB AUTO LINE employees on the phone, and 8 both spoke with an employee and were sent electronic communication. The remaining 10 consumers were not sent performance verification letters and had no indication of further communication noted in their files. Of these 10, only one had a performance deadline after the survey period.

SATISFACTION

Satisfaction with Arbitrator. When asked how they would grade the arbitrator on understanding the facts of their case, the consumers who were awarded a remedy gave the arbitrator an average grade of C+, while the consumers who received no reward gave the arbitrator an average grade of D+. When asked about the objectivity and fairness of the arbitrator, and their ability to reach a reasoned and well-thought-out decision, the consumers who received a reward gave the arbitrator a C+, while consumers who did not receive an award, gave them an average grade of D. When asked about the arbitrator reaching an impartial decision, consumers who received a reward gave the arbitrator a C, while consumers who did not receive an award gave them an average grade of F. Overall, the arbitrators were given an average grade of C-.⁹²

⁸⁸ Appendix B, Q20 Chart.

⁸⁹ Appendix B, Q21 Chart.

⁹⁰ Appendix B, Q22 Chart.

⁹¹ Appendix B, Q23-23A Charts.

⁹² Appendix B, Q24-27 Charts.

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 C+. ⁹³

Recommendation of BBB AUTO LINE. In total, 67.9% 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 80.2%. Therefore, consumers who were eligible for BBB AUTO LINE's program were more likely to recommend it to others. ⁹⁴

CONCLUSION

The margin of error for questions within this survey that were posed to all consumers was +/-4.8%, which increased as the number of participants who were asked each question decreased. The smallest question sample size was two. 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 consumers misinterpreting the survey questions.

The most common misunderstandings were due to consumers either misunderstanding or not remembering how BBB AUTO LINE categorizes its data. For example, the survey questions were about the consumer's last case in 2023, though some answered based on a subsequent or previous case. Similarly, many consumers answered these questions based on an action they took outside of the BBB AUTO LINE program, such as hiring a lawyer to pursue a remedy.

BBB AUTO LINE also categorizes its cases based on the contents of the first settlement agreement, which may have caused discordance in the survey results when consumers answered based on the final agreement or outcome of their vehicle's issue. Additionally, many consumers either did not know or did not understand that, in most states, BBB AUTO LINE opens a case the date that a Customer Claim Form is received and closes it the date of the settlement agreement or arbitration decision. Most consumers with answers that did not agree with BBB AUTO LINE's internal indices answered based on the amount of time it took for their remedy to be completed or based on the closing date of a reopened case file.

After disregarding the discordant answers that were likely due to consumer misinterpretations, there were few instances in which BBB AUTO LINE's internal indices differed greatly from consumer answers. Several consumers in California only received a link to the BBB AUTO LINE program summary forms, instead of the full document, and seven consumers were not sent performance verification letters or otherwise contacted after the conclusion of their case. This is within the margin of error. Auditor finds that BBB AUTO LINE's records for National consumers were substantially accurate and, therefore, adequate.

⁹³ Appendix B, Q28-30 Chart.

⁹⁴ Appendix B, Q31 Chart.

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.⁹⁵

ANALYSIS

The sampling frame for the Florida survey was 1,645 and was conducted nightly by phone for a one-week period with up to four call attempts per respondent. Of the 1,645 samples, 221 surveys were completed in Florida, which resulted in a response rate of 14.0%. 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. Because the sample size was limited, the margin of error for the Florida survey as a whole was +/- 6%; for questions asked only to subgroups, the margin of error was higher.

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

Complaints handled in 2023 mainly consisted of vehicles from 2020-2022, and all vehicles older than 2019 were deemed ineligible/out of warranty.⁹⁶ 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.⁹⁷ 31.3% 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 10.7% 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.⁹⁸

PROCESS QUESTIONS

Consumers were asked if BBB AUTO LINE had handled a complaint about their vehicle in 2023. The vehicle was identified by year, make, and model, and the survey requested the consumers verify the information. Three consumers (1.4%) disagreed with the information provided by BBB AUTO LINE. Of these 3 cases, one consumer corrected the model name, and a review of the file revealed that they had done the same to the Customer Claim Form (CCF) they needed

⁹⁵ 16 CFR § 703.7(b)(3)

⁹⁶ Appendix B, Q1 Chart.

⁹⁷ Appendix B, Q2 Chart.

⁹⁸ Appendix B, Q3 Chart.

to sign and return to begin their case. BBB AUTO LINE records did not reflect this change. In the second case, the consumer corrected the year of the vehicle; however, a review of the case file indicated that they had not corrected their CCF. The third consumer corrected the make of their vehicle from the parent company to one of the subsidiaries.

Half of the cases were handled by a combination of mediation (41.2%) or arbitration (6.8%), while 36.7% of cases were deemed ineligible under the BBB AUTO LINE program. Of the consumers who answered this case, 89.1% agreed with the type of case recorded in BBB indices.⁹⁹

One consumer stated that they were not sure how to answer the question because they were uncertain what was being asked. Most of the discordance resulted from consumer misunderstanding of the question posed. Five of the consumers with discordant responses answered with the results of pursuing their case outside of BBB AUTO LINE,¹⁰⁰ whereas BBB AUTO LINE categorized the cases as “withdrawn,” “ineligible,” “mediated,” or “arbitrated” only, based on the portion of the case that was within their purview. Similarly, 7 respondents answered this question with events that had happened after the completion of their BBB AUTO LINE case – for example, selling the vehicle, or the manufacturer successfully fixing the vehicle.

Seven respondents stated that their cases had not yet been resolved; BBB AUTO LINE records indicated that these consumers failed to contact BBB AUTO LINE during the designated time period. This ranged from failure to return their signed claimed forms, resulting in their cases being classified as ineligible, to failing to contact BBB AUTO line to object to a settlement agreement. 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.

One respondent stated that their case was ineligible, though BBB AUTO LINE records categorized it as withdrawn; the case file revealed that the consumer was ineligible for their preferred remedy, resulting in their confusion. Another stated that their case was unresolved despite a settlement agreement on file; the case file revealed that the settlement (an examination and repair) had been completed, though the dealership was unable to replicate the issue.

RELIEF QUESTIONS

The Florida survey revealed most cases reached a mediated settlement agreement before the case was scheduled for arbitration. 57.1% of the mediated cases and 33.3% of the arbitrated cases resulted in refunds (usually in the form of a buy-back) or replacements, while 31.9% of mediated and 13.3% of arbitrated cases resulted in a repair or inspection. The remaining cases were awarded another type of remedy or no remedy.

When asked to confirm the remedies that resulted from their BBB AUTO LINE cases, 4 of 91 consumers disagreed with BBB AUTO LINE's records.¹⁰¹ Two of these cases BBB AUTO LINE classified

⁹⁹ Appendix B, Q4-5 Chart.

¹⁰⁰ Manufacturers will often offer a voluntary settlement to consumers despite ineligibility to garner continued brand loyalty.

¹⁰¹ Appendix B, Q6-Q7 Chart.

as ineligible, as the consumers did not return their signed Customer Claim Forms. These consumers, therefore, must have responded to this question either with the resulting remedy of an ensuing case in 2024, or with a remedy they received outside of BBB AUTO LINE. A third consumer stated that their remedy had been a repair, while BBB AUTO LINE indices stated the remedy was a refund or replacement. An examination of the case file revealed that the initial settlement agreement was for a repurchase; however, two months after the agreement was sent to both parties, the manufacturer said they were not going to go with the repurchase until the vehicle in question had been submitted to a Final Repair Attempt. The final discordant answer stated that the remedy was a refund or replacement, while BBB AUTO LINE stated that it was a repair. The settlement agreement in the case file indicated that the remedy for this case was a Final Repair Attempt. However, this consumer opened a second case for the vehicle in question shortly after the settlement agreement was sent to both parties; it is likely that they answered based on the result of the second case, which continued into 2024 and is therefore outside the purview of this Audit, rather than the one in 2023.

When consumers were asked to recall if they accepted the arbitration decision by returning the form provided by BBB AUTO LINE, 85.7% of the responses were in concordance with 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. One of the 7 cases eligible for this question were discordant. The consumer stated that they rejected the arbitration decision, while BBB AUTO LINE records indicated they had accepted it. In this case, the arbitrator rejected the consumers request for a repair or replacement. The consumer then submitted a request for a modification of the decision, but was denied as his claim was ineligible. The consumer never formally accepted the decision.

WITHDRAWN CASES

There was a total of 16 respondents who answered the questions concerning withdrawn cases.¹⁰² Eleven cases were withdrawn because the parties settled the matter outside of BBB AUTO LINE or the vehicle was ultimately fixed. The remaining 5 cases were withdrawn for some other reason. Micro analysis revealed these reasons ranged from the consumer hiring a lawyer and pursuing their claim outside the program or that the dealer had provided a refund. BBB AUTO LINE records revealed that these consumers voluntarily withdrew their claim with no further information, or the case was considered withdrawn as BBB AUTO LINE could no longer contact the consumers.

COMPLIANCE QUESTIONS

Settlement or terms of a decision for 62.0% of mediated and arbitrated cases were carried out within the time specified, including any extension agreed upon. 3.3% 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. Eight (8.7%) 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. Twenty-

¹⁰² Appendix B, Q8 Chart.

four (26.1%) of the mediated or arbitrated cases had remedies that were reported to take place after the specified time period had expired.¹⁰³

Of these 32 cases where either the settlement had been carried out after the specified timeframe or the remedy period had expired but had not been completed, 13 consumers were sent performance verification letters but did not return them to BBB AUTO LINE with confirmation that the remedy had been performed satisfactorily. If BBB AUTO LINE does not receive a response from the client, it is assumed that the remedy was performed in a satisfactory and timely manner. Two cases were determined to be ineligible and, therefore, were not awarded remedies. Three consumers reported something had happened that caused the manufacturer to be unable to complete the remedy, ranging from trading in their vehicle to their vehicle being repossessed. Three case files reported that the consumer had returned their performance verification letter with an actual performance date within the settlement agreement deadlines, but were unsatisfied with the results. Another two case files indicated that, although the consumer did not return their verification letters, they indicated that they wanted to continue pursuing their case through BBB AUTO LINE. In one case, BBB received notification that a consumer had accepted their arbitration decision but neglected to inform the manufacturer of the acceptance until a month had passed and the consumer requested an update, resulting in a significant delay. The remaining 8 consumers were never sent performance verification letters.

In 8 of the aforementioned cases, one respondent reported that they had taken an action that prevented the manufacturer from fulfilling the agreement, while the other 7 stated that they had not. One consumer with a non-compliant repair remedy stated that the dealership did not examine the car, while the other reported that the repair did not solve the problem.

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, while mediated cases were typically resolved within 40 days. Concordance with BBB AUTO LINE records was 86.8%, resulting in a total of 14 discordant cases.¹⁰⁴

These 14 discordant cases were the result of consumers misunderstanding when BBB AUTO LINE considers a case to be opened or closed. Seven 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 the date of the subsequent arbitration decision or revised settlement agreement(s). Similarly, an additional 5 cases were 1R or otherwise reopened cases. BBB AUTO LINE restarts the clock upon opening a 1R case; however, these 5 consumers answered this question based on the opening date of the first case and the closing date of the reopened case. BBB AUTO LINE, conversely, considers these two separate cases with different start and end dates. The remaining 2 consumers answered this

¹⁰³ Appendix B, Q9-Q10 Chart.

¹⁰⁴ Appendix B, Q11-Q12 Chart.

question based on the date their remedy was performed, instead of the date of the settlement agreement or arbitration decision.

There was one discordant withdrawn case,¹⁰⁵ in which the consumer reported that it took over 41 days to decide their complaint, while BBB AUTO LINE indices state only 10 days. An examination of the case file revealed that BBB AUTO LINE facilitated a settlement agreement with the manufacturer ten days after receiving the Customer Claim Form. The manufacturer then had to ask for an extension to perform the remedy. The consumer agreed initially; however, a few days later, they called BBB AUTO LINE and withdrew their case, informing BBB AUTO LINE that they had hired a lawyer. This consumer likely answered based on the amount of time it took to complete the award rather than to reach the settlement.

DOCUMENTS

The Florida survey revealed 84.5% of consumers reported receiving a claim form and explanation of the program after initially contacting BBB AUTO LINE,¹⁰⁶ and 50.9% of those who did receive the materials found the documents to be very clear and understandable. Further, only 45.3% of these consumers 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. Interestingly, at least 73% of the consumers who stated they had not received these documents made their initial claim through the BBB AUTO LINE website.

The program summary consisted of information regarding warranty claims covered and not covered by Magnusson-Moss and state-specific Lemon Laws, if applicable. Auditor found the program summary to be straight-forward and concise.

After settlement, 80.2% of mediated cases reported receiving an explanation of settlement after one was reached by either mail, email, or online account.¹⁰⁷ A micro analysis 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.

After agreeing to a settlement, 78.4% of the respondents stated that BBB AUTO LINE e-mailed and/or spoke to them to discuss whether the manufacturer was carrying out the remedy as agreed.¹⁰⁸ An examination of the case files of the 19 respondents who reported that BBB did not either e-mail or call them revealed that 10 were in communication with BBB AUTO LINE through e-mails in their online portal, 3 were called by a representative, and 4 were both called and e-mailed. The 2 remaining consumers were not sent a performance verification letter; of these, only one case recorded receiving an actual performance date from the manufacturer.

¹⁰⁵ Appendix B, Q15-Q16 Chart.

¹⁰⁶ Appendix B, Q19 Chart.

¹⁰⁷ Appendix B, Q20 Chart.

¹⁰⁸ Appendix B, Q23 Chart.

Of the arbitrated cases, 92.9% respondents reported receiving a hearing or vehicle inspection notice by mail, email, or online account telling them when and where to go. Only one consumer reported not receiving these documents. A review of their case file indicates that the documents were sent to the consumer, though after the hearing the consumer reported having difficulty accessing their account. A representative of BBB AUTO LINE called the consumer to impart the necessary information.

All arbitrated cases reported that they received a copy of the arbitrator's decision by mail, email, or online account.

SATISFACTION

Satisfaction with Arbitrator. Consumers graded arbitrators based on the arbitrator's understanding of the facts of their case; objectivity and fairness; reaching an impartial decision; and coming to a reasoned and well-thought-out decision.¹⁰⁹ Consumers who were granted an award gave a higher grade on average (B+) than those who received no award (F). 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.¹¹⁰ The average overall grade for BBB AUTO LINE staff was a B. Survey results for BBB AUTO LINE staff grading were not divided by result of the consumers' claims.

Recommendation of BBB AUTO LINE. Of the total consumers surveyed, 69.3% of respondents would recommend BBB AUTO LINE to friends and family. Of those who had their cases mediated or arbitrated, 83.7% of respondents indicated they would recommend BBB AUTO LINE to friends and family. Consumers who participated in mediation or arbitration were more likely to recommend BBB AUTO LINE than those who did not.¹¹¹

CONCLUSION

As previously stated, the margin of error for the Florida survey was +/- 6%. The margin of error increased as the survey pool decreased. Some questions could only be posed to as few as two consumers. All questions that produced discordance were well within the margin of error, even without considering the consumers who may have 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 misunderstandings of BBB AUTO LINE Processes.

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. A significant number of these 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 informed BBB AUTO LINE that they were unsatisfied with their initial remedy. BBB AUTO LINE restarts the clock on 1R cases when they

¹⁰⁹ Appendix B, Q24-27 Chart.

¹¹⁰ Appendix B, Q28-30 Chart.

¹¹¹ Appendix B, Q31 Chart.

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 to be 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.

There were, however, several errors made by BBB AUTO LINE staff. In one case, staff neglected to update internal records in accordance with a consumer's corrections. In another, BBB AUTO LINE indices reflected that a consumer had accepted an arbitration decision, while the case file revealed that it had been rejected.¹¹² In a third, BBB AUTO LINE neglected to inform the relevant manufacturer for one month that a consumer had accepted an arbitration decision. Eight consumers reported that they had not received any communication from BBB AUTO LINE after receiving their decision or agreement, and these eight consumers were not sent performance verification letters. These errors, while worthy of internal review, are within the margin of error for each question.

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.

¹¹² This case was difficult to classify. The arbitrator decided the vehicle was ineligible for a remedy, which the consumer rejected by submitting an appeal, which was denied. Accepting or not accepting the decision made little difference, as the consumer would not be awarded a remedy in either case. However, the case could not be marked as ineligible as it had gone through an arbitration hearing.

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.¹¹³

ANALYSIS

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

The sampling frame for Ohio was 376. Due to the limited sample size, 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. The responses from the Ohio-specific survey were combined with the completed responses by consumers in Ohio from the national survey. This resulted in a 25.1% response rate and a total of 76 completed survey responses. Because the sample size was limited, the margin of error for this survey as a whole was +/-10%; for questions asked only to subgroups, the margin of error was higher.

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 that require the vehicles to be under warranty. The oldest cases (2013-2017) were deemed ineligible as the warranties had expired. The manufacturers had attempted to repair most of the vehicles in question at least once, and 42.7% of these cases pertained to vehicles that had been through four or more repair attempts.¹¹⁴

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 7 consumers learned about BBB AUTO LINE from their warranty documents.¹¹⁵ This data supports the continuation of the trend noted by the previous Audits; consumers are increasingly looking online or to their dealership before their warranty documents, which emphasizes the importance of supplemental materials.

¹¹³ 16 CFR § 703.7(b)(3)

¹¹⁴ Appendix B, Q2 Chart.

¹¹⁵ 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 if BBB AUTO LINE had handled a complaint about their vehicle in 2023. The vehicle was identified by year, make, and model. One consumer disagreed with the information provided by BBB AUTO LINE and corrected the year of the vehicle in question to 2022. However, the initial claim form that the consumer signed stated that it was a 2021 model.

Next, consumers were asked how BBB AUTO LINE addressed their cases.¹¹⁶ It was requested that they confirm that their complaints were either ineligible, withdrawn, mediated, or arbitrated. Only one of the 76 respondents who answered this question (1.3%) disagreed with BBB AUTO LINE's internal records.

BBB AUTO LINE records indicated that this case was mediated and resulted in a settlement with the manufacturer. When surveyed, the consumer disagreed and said that their case did not fit under any of BBB AUTO LINE's categorizations (Settlement, Arbitration, Withdrawn, Ineligible). Instead, they stated that the vehicle was "TO [sic] DANGEROUS TO TEST." An examination of the corresponding case file revealed that the letter sent to the consumer summarizing the proposed settlement described an inspection at an authorized dealership. The dealership would then perform any warrantable repairs. Presumably, this consumer answered this question based on the result of the inspection rather than the conclusion of the BBB AUTO LINE case.

RELIEF QUESTIONS

The consumers whose cases were mediated¹¹⁷ 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. Consumers whose cases were arbitrated by BBB AUTO LINE were asked the same question.¹¹⁸ All consumer answers agreed with BBB AUTO LINE indices.

The survey revealed most cases reached a mediated settlement agreement before the case was scheduled for arbitration. 71.9% of the mediated cases and 25.0% of the arbitrated cases resulted in refunds (usually in the form of a buy-back) or replacements, while 12.5% (mediated) and 16.7% (arbitrated) resulted in a repair or inspection. The remaining cases were awarded either another remedy or no remedy.

WITHDRAWN CASES

A total of two Ohio consumers who withdrew their cases answered these questions.¹¹⁹ One withdrew their case because they sold the car. The other stated that BBB AUTO LINE closed their case though their car was still defective, and they intended to pursue their case outside of BBB AUTO LINE. A review of the case file indicated that BBB AUTO LINE facilitated a potential settlement

¹¹⁶ Appendix B, Q4-5A Chart.

¹¹⁷ Appendix B, Q6-6A Chart.

¹¹⁸ Appendix B, Q7-7A Chart.

¹¹⁹ Appendix B, Q8 Chart.

with the vehicle's manufacturer, which the consumer rejected. The consumer then hired an attorney and closed their complaint with BBB AUTO LINE.

COMPLIANCE QUESTIONS

Of the consumers whose cases were arbitrated or mediated and accepted an award, 75.0% of the awards were carried out within the time specified (including any extensions to which the consumer agreed). Two awards (5.6%) had, at the time of the survey, not yet been carried out, but the time limit had not yet expired. However, 7 consumers (19.4%) reported that their award had been carried out *after* the time period specified in their settlement agreements or arbitration decisions, including any extensions to which they agreed.¹²⁰

A micro analysis of those cases revealed that, according to consumer correspondence within the correlating case files, BBB AUTO LINE sent 5 consumers performance verification letters within 30 days of their award performance deadlines; however, the consumers did not return the letters. Therefore, per the disclaimer on the verification letters, BBB AUTO LINE assumed that the awards were performed satisfactorily and within the timeframe specified and closed the cases.

One consumer was sent a performance verification letter approximately two and a half months after the award deadline. During this time period, the consumer messaged BBB AUTO LINE, requesting an alternate settlement. BBB AUTO LINE then proceeded to facilitate communication with the manufacturer for one month, until the case was closed as the consumer would not allow performance of the award. This consumer returned the performance verification letter, informing BBB AUTO LINE that the actual performance date was almost two months after the initial deadline.

One consumer was not sent a performance verification letter.

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.¹²¹ Five of the 44 consumer answers differed from BBB AUTO LINE's indices, resulting in an 11.4% discordance. Two of these discordant instances were "1R" cases (re-opened cases).

In one of these 1R cases, the manufacturer responded to the consumer's claim two weeks after it was filed with an offer for an inspection at a dealership and repairs for any problems covered by the warranty. The consumer accepted the offer but was unsatisfied with the results and reached out to BBB AUTO LINE to reopen their case two months later. BBB AUTO LINE mediated a settlement between consumer and manufacturer for a repurchase less than a week later. Since BBB AUTO LINE starts the clock on a 1R case based on the date it is reopened, BBB AUTO LINE's records indicate that this case took less than a week to resolve, while the consumer presumably answered based on the opening date of the initial opening date.

In the other 1R case, the manufacturer offered an inspection at a dealership and repairs for warrantable issues one month after the initial claim was opened. The case was reopened two

¹²⁰ Appendix B, Q9-10 Chart.

¹²¹ Appendix B, Q11-12 Chart.

months later as the consumer was unsatisfied with the award. The manufacturer did not inform them of the date, time, or place of the inspection for a month; then, once the inspection had confirmed the issues were warrantable, the consumer allowed the manufacturer four chances to fix them, but the manufacturer was ultimately unsuccessful. BBB AUTO LINE mediated a settlement for a repurchase approximately two weeks after the date of the case reopening. The consumer likely answered the survey question based on the initial case opening date, or perhaps the amount of time it took for the second award to be completed.

In one of the remaining cases, BBB AUTO Line mediated a settlement two and a half weeks after the claim form was submitted. According to the case records, the refund was completed 5 months later. As the consumer claimed in the survey that it had taken 180 days to resolve their complaint, it is likely that the consumer answered based on the date the award was completed, rather than the date that the settlement was reached.

In 2 of the 3 remaining discordant cases, the consumers initially attempted to open a case but did not upload their signed Customer Claim Form until later, delaying the case open date. One consumer uploaded their signed claim form a month after initially contacting BBB AUTO LINE. BBB AUTO LINE mediated a settlement between the consumer and manufacturer less than a month afterwards, though BBB AUTO LINE did not receive confirmation that the award had been carried out for nearly 8 months.

The opening date of the second discordant case was delayed approximately two weeks due to the lack of signed Customer Claim Form, and BBB AUTO LINE mediated a settlement approximately two and half weeks after receiving the form. This consumer received their refund approximately three weeks later, though reported their case had taken 90 days to resolve. The consumers likely based their answers to the survey question referencing the date that they first submitted their incomplete claim form to BBB AUTO LINE and the actual performance date of their award, rather than the date the signed claim form was received and the date the settlement was agreed upon.

Consumers who ultimately withdrew their complaints were asked to confirm the number of days it took them to withdraw.¹²² All consumer answers were in concordance with BBB AUTO LINE records.

DOCUMENTS

Of the 70 eligible survey responses, 62 consumers (88.6%) reported that they received a claim form and an explanation of the BBB AUTO LINE program and Ohio Lemon Laws after they first contacted BBB AUTO LINE, and 8 (11.4%) reported that they did not.¹²³ A micro analysis 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 8 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

¹²² Appendix B, Q15-16 Chart.

¹²³ Appendix B, Q19 Chart.

the summary documents; however, it implies that they may have received but not read them or misremembered.

Of the 62 respondents who reported they had received both the summary and claim documents, 50.8% thought that the documents were “very” clear and understandable, 42.6% thought they were “somewhat” clear and understandable, while only 6.6% (four respondents) thought that they were “not at all” clear and understandable.

Of these same respondents, 50.8% reported that the documents were “very” helpful, 32.8% reported that they were “somewhat” helpful, and 16.4% reported that they were “not at all” helpful. Auditor reviewed the summary documents and found them clear and concise.

Of the 32 respondents whose cases were mediated by BBB AUTO LINE, only one stated that they did not receive an explanation of the terms of their settlement via mail, email, or their online account.¹²⁴ A micro analysis of the corresponding case files revealed that BBB AUTO LINE had indeed sent a settlement explanation to this consumer, although there is no guarantee that the consumers received or read them.

All ten of the applicable respondents with arbitrated cases stated that they received a notice via mail, email, or their online account telling them when and where to go for their hearing or vehicle inspection. All 11 respondents stated that they received a notice via mail, email, or their online account informing them of the arbitrator’s decision.¹²⁵

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 award varied from A to F, resulting in an average grade of C.¹²⁶ When asked about the objectivity and fairness of the arbitrator, their ability to reach an impartial decision, and their ability to reach a reasoned and well-thought-out decision, the grades of both consumers who received an award and those who did not varied between A and F, resulting in an average grade of C.¹²⁷

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.¹²⁸

Recommendation of BBB AUTO LINE. In total, 72.0% of the respondents stated that they would recommend BBB AUTO LINE to their friends or family. When limited to only consumers whose

¹²⁴ Appendix B, Q20 Chart.

¹²⁵ Appendix B, Q21-22 Chart.

¹²⁶ Appendix B, Q24 Chart.

¹²⁷ Appendix B, Q25-27 Chart.

¹²⁸ Appendix B, Q28-30 Chart.

claims were mediated or arbitrated, that number increased to 90.7%. Consumers who were eligible for BBB AUTO LINE's program were more likely to recommend it to others.¹²⁹

CONCLUSION

Due to the small sample size for this survey, the margin of error was +/-10% for questions that were posed to all 76 respondents. The margin of error increased as the survey pool decreased. Some questions could only be posed to as few as 2 consumers. 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 misunderstandings of BBB AUTO LINE Processes.

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. A significant number of these 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 informed 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.

Similarly, when consumers were asked when the manufacturer carried out their awards, several disagreed with BBB AUTO LINE records. The records stated that the awards were performed on time, while the consumers stated that the awards were performed after the deadline. In most of these cases, the consumers did not return their performance verification letters, in which case BBB AUTO LINE assumed that the awards were performed on time. However, there was one instance in which BBB AUTO LINE did not send a performance verification letter. Additionally, there was one case where the performance verification letter was returned with an actual performance date almost two months after the initial deadline.

Other than those minor errors, 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.

¹²⁹ Appendix B, Q31 Chart.

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 and dealerships to include a link to BBB AUTO LINE on their webpages, or to include signs or placards in dealership service areas.
2. Auditor recommends that BBB AUTO LINE inform manufacturers about the deficiencies in their warranties. Several warrantors do not meet the requirements of FTC Rule §703.2(b), which necessitates providing certain disclosures on the face of the warranty; although the disclosures were provided, they did not appear on the face of the warranty. Similarly, several warrantors who are certified and/or operate in Ohio do not comply with OAC §109:4-4-03(C), which requires certain information about a certified arbitration board to be posted on a sign in a public-facing area within the warrantor's agent's business, or OAC §109:4-4-03(E), which prohibits requiring that consumers use the manufacturer's dispute resolution process before resorting to a mechanism and that affirmative disclosures be made to the customer that the use of any such process may be terminated at any time by either the customer or the warrantor.
3. Auditor recommends that BBB AUTO LINE remind its employees to check Customer Claim Forms carefully for any corrections the consumer may have added. Although there were few instances of this occurring, it is important for BBB AUTO LINE to have the correct information about any vehicles that are the subject of a consumer complaint.
4. 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. Several case files within the purview of this audit contained neither a performance verification letter nor a note with the remedy's actual performance date.

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)¹

	2023 Cases
TOTAL	404 100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	401 100.0%
Manufacturer's manuals/other warranty documents	52 13.0%
Dealer or manufacturer rep	78 19.5%
BBB/BBB website/BBB AUTOLINE website	61 15.2%
Government website/office/official	9 2.2%
Other website (NOT BBB/BBB AUTOLINE/government)	80 20.0%
Lawyer	20 5.0%
Friend/family/word of mouth	51 12.7%
TV/Radio/Newspaper	1 0.2%
Had used the BBB AUTOLINE previously	5 1.2%
General knowledge	16 4.0%
Sign inside dealership	- -
Other	47 11.7%

¹ BBB AUTO LINE Annual Audit Telephone Survey of 2023 Customers National Cases March 2024 (TechnoMetrica Market Intelligence).

FIG. 2²

	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%
2023	13.0%	19.5%

² Chart is based on at least 400 consumers who completed the national survey each year. This data is drawn from BBB AUTO LINE Annual Audit Telephone Survey of 2015-2023 Customers National Cases March 2016-2024 (TechnoMetrica Market Intelligence).

FIG. 3³

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 1-800-955-5100

National Programs
BBB AUTO LINE®

³ BBB AUTO LINE website (www.bbbprograms.org/BBBAUTOLINE).

FIG.4⁴

**BBB AUTO LINE
Customer Claim Form**

Case number: Contact Date: Start Date:
--

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner:		
Mailing address:		
City:	State:	Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address:	

SECTION 2: VEHICLE INFORMATION

Make:	Model:	Year:	Current mileage:
Name(s) that appears on the vehicle title:			
Selling dealer/city/state:			
Primary Servicing dealer/city/state:			
Acquired as <input type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date:	Mileage at purchase/lease:		
First repair attempt date:	First repair attempt mileage:		
How often is the vehicle used for business purposes (percentage):	Number of vehicles owned or leased by the business:	Transmission type: <input type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input type="checkbox"/> no	Date of accident:		
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

--

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER

CCF

⁴ Provided by BBB AUTO LINE.

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example: A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

**BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700**

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

BBB AUTO LINE

Annual Audit

Telephone Survey of 2023 Customers

National Cases

March 2024



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BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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 2023. 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 9,873 records and included all states.

The sampling frame was then randomized and divided it into a total of 20 replicates: 19 replicates of 500 records each and 1 with 373 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 2023 cases. The National data collection touched 8 of the 20 replicates.

Because of sample limitations for the supplemental surveys in Florida and Ohio, a census approach was taken whereby as many completes as possible (up to 150) 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 1,645. The frame for Ohio was 376.

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

C. Fielding

Telephone interviews were conducted nightly between 3/13/23 and 3/22/23, with up to 4 call attempts per respondent.

A total of 404 completes were obtained in the National survey, 221 in Florida and 76 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 [†]
National	9,873	3,182	3,070	404	13.2%	+/- 4.8
Florida	1,645	1,645	1,582	221	14.0%	+/- 6.1
Ohio	376	376	303	76	25.1%	+/- 10.1

*Excludes sample without currently valid contact information

†Note that MOE is larger for subgroups and based questions

III. ABOUT TECHNOMETRICA

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service consulting 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 2023 Customers: National Cases

IV. SURVEY RESULTS

A. GENERAL INFORMATION

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

	2023 Cases
TOTAL	404
	100.0%
2010 or older	1
	0.2%
2011	1
	0.2%
2012	4
	1.0%
2013	3
	0.7%
2014	9
	2.2%
2015	14
	3.5%
2016	16
	4.0%
2017	20
	5.0%
2018	21
	5.2%
2019	27
	6.7%
2020	43
	10.6%
2021	56
	13.9%
2022	111
	27.5%
2023	72
	17.8%
2024	6
	1.5%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

A. GENERAL INFORMATION (cont'd)

Q1A. The BBB AUTO LINE's records show they handled a complaint in 2023 about your <make> vehicle. Is that correct?

	2023 Cases
TOTAL	404
	100.0%
Yes	397
	98.3%
No	7
	1.7%

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

	2023 Cases
TOTAL	404
	100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	399
	100.0%
One	50
	12.5%
Two	41
	10.3%
Three	48
	12.0%
Four or more	201
	50.4%
None	59
	14.8%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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)

	2023 Cases
TOTAL	404 100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	401 100.0%
Manufacturer's manuals/other warranty documents	52 13.0%
Dealer or manufacturer rep	78 19.5%
BBB/BBB website/BBB AUTOLINE website	61 15.2%
Government website/office/official	9 2.2%
Other website (NOT BBB/BBB AUTOLINE/government)	80 20.0%
Lawyer	20 5.0%
Friend/family/word of mouth	51 12.7%
TV/Radio/Newspaper	1 0.2%
Had used the BBB AUTOLINE previously	5 1.2%
General knowledge	16 4.0%
Sign inside dealership	- -
Other	47 11.7%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

B. PROCESS QUESTIONS

Q4-Q5. Case Type after Verification (TYPE2)

	2023 Cases
TOTAL	404 100.0%
Mediation	149 36.9%
Arbitration	42 10.4%
Withdrawn	19 4.7%
Ineligible	175 43.3%
Other	19 4.7%
MED/ARB COMBINED	191 47.3%

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

	Verified Case Type				
	Mediated	Arbitrated	Withdrawn	Ineligible	Other
TOTAL	149 100.0%	42 100.0%	19 100.0%	175 100.0%	19 100.0%
Mediation (Imported)	145 97.3%	1 2.4%	2 10.5%	- -	7 36.8%
Arbitration (Imported)	- -	38 90.5%	- -	- -	1 5.3%
Withdrawn (Imported)	- -	1 2.4%	17 89.5%	- -	- -
Ineligible (Imported)	4 2.7%	2 4.8%	- -	175 100.0%	11 57.9%

Concordance: 375/404 = 92.8%

Discordance: 29/404 = 7.2%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

C. RELIEF QUESTIONS

I. Mediated Cases

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

	2023 Cases
BASE: MEDIATED CASES	149 100.0%
Refund/Replacement	101 67.8%
Repair	37 24.8%
Other	11 7.4%

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

	Verified Remedy		
	Refund/ Replace	Repair	Other
BASE=MEDIATED CASES	101 100.0%	37 100.0%	11 100.0%
Refund/Replacement (Imported)	94 93.1%	2 5.4%	- -
Repair (Imported)	3 3.0%	34 91.9%	1 9.1%
Other (Imported)	- -	1 2.7%	10 90.9%
None (Imported)	- -	- -	- -
Ineligible/Withdrawn Cases (Imported)	4 4.0%	- -	- -

Concordance: 138/149 = 92.6%

Discordance: 11/149 = 7.4%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

C. RELIEF QUESTIONS (cont'd)

II. Arbitrated Cases

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

	2023 Cases
BASE: ARBITRATED CASES	42 100.0%
Refund/Replacement	12 28.6%
Repair	5 11.9%
Other	4 9.5%
None	21 50.0%

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

	Verified Remedy			
	Refund/Replacement	Repair	Other	None
BASE=ARBITRATED CASES	12 100.0%	5 100.0%	4 100.0%	21 100.0%
Refund/Replacement (Imported)	12 100.0%	- -	2 50.0%	- -
Repair (Imported)	- -	5 100.0%	- -	1 4.8%
Other Remedy (Imported)	- -	- -	- -	- -
None (Imported)	- -	- -	- -	19 90.5%
Ineligible/Withdrawn Cases (Imported)	- -	- -	2 50.0%	1 4.8%

Concordance: 36/42 = 85.7%

Discordance: 6/42 = 14.3%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

C. RELIEF QUESTIONS (cont'd)

III. Mediated/Arbitrated Cases Combined

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

	2023 Cases
BASE: MEDIATED AND ARBITRATED CASES	191 100.0%
Refund/Replacement	113 59.2%
Repair	42 22.0%
Other	15 7.9%
None	21 11.0%

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

	Verified Remedy			
	Refund/ Replacement	Repair	Other	None
BASE=MEDIATED AND ARBITRATED CASES	113 100.0%	42 100.0%	15 100.0%	21 100.0%
Refund/Replacement (Imported)	106 93.8%	2 4.8%	2 13.3%	- -
Repair (Imported)	3 2.7%	39 92.9%	1 6.7%	1 4.8%
Other Remedy (Imported)	- -	1 2.4%	10 66.7%	- -
None (Imported)	- -	- -	- -	19 90.5%
Ineligible/Withdrawn Cases (Imported)	4 3.5%	- -	2 13.3%	1 4.8%

Concordance: 174/191 = 91.1%

Discordance: 17/191 = 8.9%

BBB AUTO LINE

Telephone Survey of 2023 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?

	2023 Cases
TOTAL ARBITRATED CASES WITH AWARD	21 100.0%
BASE: ARBITRATED CASES WITH AWARD AND NOT SURE EXCLUDED	21 100.0%
Yes	17 81.0%
No	4 19.0%

	Total	Refund/ Replacement	Repair	Other	All Remedies	None
TOTAL ARBITRATED CASES WITH AWARD	21 100.0%	12 100.0%	5 100.0%	4 100.0%	21 100.0%	- -
BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)	21 100.0%	12 100.0%	5 100.0%	4 100.0%	21 100.0%	- -
Yes	17 81.0%	11 91.7%	5 100.0%	1 25.0%	17 81.0%	- -

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%	4 100.0%
Accepted (Imported)	16 94.1%	- -
Rejected (Imported)	1 5.9%	2 50.0%
No Entry	- -	2 50.0%

Concordance: 18/21 = 85.7%

Discordance: 3/21 = 14.3%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

D. WITHDRAWN CASES

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

	2023 Cases
BASE: WITHDRAWN CASES	19
	100.0%
You settled the matter or your car was fixed	13
	68.4%
You sold the car	-
	-
Some other reason	6
	31.6%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

E. COMPLIANCE QUESTIONS

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

	Mediated	Arbitrated*	Med/Arb Combined
TOTAL	149	17	166
	100.0%	100.0%	100.0%
BASE=TOTAL (NOT SURE EXCLUDED)	140	16	156
	100.0%	100.0%	100.00%
Carried out the settlement/terms of decision within the time specified, including any extension to which you agreed	105	9	114
	75.0%	56.3%	73.1%
Carried out the settlement/terms of decision after the time specified, including any extension to which you agreed	21	4	25
	15.0%	25.0%	16.0%
Has not yet carried out the settlement/terms of decision, but the time to do so has not yet expired	6	2	8
	4.3%	12.5%	5.1%
Has not yet carried out the settlement/terms of decision, and the time to do so has expired	8	1	9
	5.7%	6.3%	5.8%

**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
BASE=THOSE WITH NON-COMPLIANT <u>REPAIR</u> REMEDY	4	-	4
	100.0%	-	100.0%
Didn't examine your car	1	-	1
	25.0%	-	25.0%
Examined your car and decided that no repair was needed	1	-	1
	25.0%	-	25.0%
Tried to fix your car, but the repair didn't solve the problem	2	-	2
	50.0%	-	50.0%
Something else	-	-	-
	-	-	-

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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	8	1	9
	100.0%	100.0%	100.0%
BASE=THOSE WITH NON-COMPLIANT REMEDY (NOT SURE EXCLUDED)	8	1	9
	100.0%	100.0%	100.0%
Yes	-	-	-
	-	-	-
No	8	1	9
	100.0%	100.0%	100.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

F. TIMING

I. Mediated/Arbitrated Cases

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

	Mediated	Arbitrated	Med/Arb Combined
BASE=MEDIATED OR ARBITRATED CASES	149	42	191
	100.0%	100.0%	100.0%
Within 40 days	100	11	111
	67.1%	26.2%	58.1%
41+ Days	49	31	80
	32.9%	73.8%	41.9%

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

	Verified Days	
	Within 40 Days	41 + Days
BASE=MEDIATED OR ARBITRATED CASES	111	80
	100.0%	100.0%
Within 40 Days (Imported)	111	30
	100.0%	37.5%
41+ Days (Imported)	-	50
	-	62.5%

Concordance: 161/191 = 84.3%

Discordance: 30/191 = 15.7%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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
TOTAL MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS	49	31	80
	100.0%	100.0%	100.0%
BASE=MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	47	29	76
	100.0%	100.0%	100.0%
Yes	4	1	5
	8.5%	3.4%	6.6%
No	43	28	71
	91.5%	96.6%	93.4%

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

	Mediated	Arbitrated	Med/Arb Combined
TOTAL MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS	12	5	17
	100.0%	100.0%	100.0%
BASE: MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)	11	5	16
	100.0%	100.0%	100.0%
Yes	8	5	13
	72.7%	100.0%	81.3%
No	3	-	3
	27.3%	-	18.8%

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
BASE= MEDIATED OR ARBITRATED CASES	149	42	191
	100.0%	100.0%	100.0%
Timely Cases	103	11	114
	69.1%	26.2%	59.7%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

F. TIMING (cont'd)

II. Withdrawn Cases

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

	2023 Cases
BASE=WITHDRAWN CASES	19 100.0%
Within 40 days	17 89.5%
41 + Days	2 10.5%

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

	Verified Days	
	Within 40 Days	41 + Days
BASE=WITHDRAWN CASES	17 100.0%	2 100.0%
Within 40 Days (imported)	17 100.0%	- -
41 + Days (imported)	- -	2 100.0%

Concordance: 19/19 = 100.0%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

F. TIMING (cont'd)

II. Withdrawn Cases

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

	2023 Cases
TOTAL WITHDRAWN CASES MORE THAN 40 DAYS	2 100.0%
BASE: WITHDRAWN CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	1 100.0%
Yes	- -
No	1 100.0%

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

	2023 Cases
TOTAL WITHDRAWN CASES BETWEEN 41-47 DAYS	1 100.0%
BASE: WITHDRAWN CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)	1 100.0%
Yes	1 100.0%
No	- -

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

	2023 Cases
BASE= WITHDRAWN CASES	19 100.00%
Timely Cases	17 89.5%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

G. DOCUMENTS

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

	Total
TOTAL	404
	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	358
	100.0%
Yes	316
	88.3%
No	42
	11.7%

Q19A. How clear and understandable were these documents?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	316
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	312
	100.0%
Very	185
	59.3%
Somewhat	110
	35.3%
Not at all	17
	5.4%

Q19B. And how helpful were they?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	316
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	309
	100.0%
Very	140
	45.3%
Somewhat	116
	37.5%
Not at all	53
	17.2%

BBB AUTO LINE**Telephone Survey of 2023 Customers: National Cases**

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
TOTAL MEDIATED CASES	149
	100.0%
BASE: MEDIATED CASES NOT SURE EXCLUDED	138
	100.0%
Yes	116
	84.1%
No	22
	15.9%

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
TOTAL ARBITRATED CASES	42
	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	39
	100.0%
Yes	30
	76.9%
No	9
	23.1%

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

	Total
TOTAL ARBITRATED CASES	42
	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	40
	100.0%
Yes	38
	95.0%
No	2
	5.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: National Cases

G. DOCUMENTS (cont'd)

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

	Total
BASE: DID NOT GET LETTER	2 100.0%
Never heard back	2 100.0%
Other	- -

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
TOTAL MEDIATED CASES	149 100.0%
BASE: MEDIATED CASES (NOT SURE EXCLUDED)	140 100.0%
The staff contacted me by mail, email or my online account	30 21.4%
The staff spoke to me	18 12.9%
Both of those	52 37.1%
Neither of those	37 26.4%
Something else	3 2.1%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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	21 100.0%
BASE: ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	17 100.0%
The staff contacted me by mail, email or my online account	8 47.1%
The staff spoke to me	1 5.9%
Both of those	6 35.3%
Neither of those	- -
Something else	2 11.8%

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	170 100.0%
BASE: MEDIATED CASES/ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	157 100.0%
The staff contacted me by mail, email or my online account	38 24.2%
The staff spoke to me	19 12.1%
Both of those	58 36.9%
Neither of those	37 23.6%
Something else	5 3.2%

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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
TOTAL ARBITRATED CASES	42	21	21	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	41	20	21	11	9
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	12	11	1	8	3
	29.3%	55.0%	4.8%	72.7%	33.3%
B=Good	7	2	5	1	1
	17.1%	10.0%	23.8%	9.1%	11.1%
C=Average	8	3	5	1	2
	19.5%	15.0%	23.8%	9.1%	22.2%
D=Poor	3	1	2	-	1
	7.3%	5.0%	9.5%	-	11.1%
F-Failing Grade	11	3	8	1	2
	26.8%	15.0%	38.1%	9.1%	22.2%
MEAN	2.15	2.85	1.48	3.36	2.22

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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
TOTAL ARBITRATED CASES	42	21	21	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	42	21	21	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	13	11	2	9	2
	31.0%	52.4%	9.5%	75.0%	22.2%
B=Good	3	3	-	1	2
	7.1%	14.3%	-	8.3%	22.2%
C=Average	8	3	5	1	2
	19.0%	14.3%	23.8%	8.3%	22.2%
D=Poor	11	3	8	1	2
	26.2%	14.3%	38.1%	8.3%	22.2%
F-Failing Grade	7	1	6	-	1
	16.7%	4.8%	28.6%	-	11.1%
MEAN	2.10	2.95	1.24	3.50	2.22

BBB AUTO LINE**Telephone Survey of 2023 Customers: National Cases**

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
TOTAL ARBITRATED CASES	42	21	21	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	40	21	19	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	10	10	-	8	2
	25.0%	47.6%	-	66.7%	22.2%
B=Good	6	3	3	1	2
	15.0%	14.3%	15.8%	8.3%	22.2%
C=Average	6	2	4	1	1
	15.0%	9.5%	21.1%	8.3%	11.1%
D=Poor	3	2	1	1	1
	7.5%	9.5%	5.3%	8.3%	11.1%
F-Failing Grade	15	4	11	1	3
	37.5%	19.0%	57.9%	8.3%	33.3%
MEAN	1.83	2.62	0.95	3.17	1.89

BBB AUTO LINE

Telephone Survey of 2023 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
TOTAL ARBITRATED CASES	42	21	21	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	41	21	20	12	9
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	10	10	-	8	2
	24.4%	47.6%	-	66.7%	22.2%
B=Good	5	2	3	1	1
	12.2%	9.5%	15.0%	8.3%	11.1%
C=Average	7	4	3	2	2
	17.1%	19.0%	15.0%	16.7%	22.2%
D=Poor	8	3	5	-	3
	19.5%	14.3%	25.0%	-	33.3%
F-Failing Grade	11	2	9	1	1
	26.8%	9.5%	45.0%	8.3%	11.1%
MEAN	1.88	2.71	1.00	3.25	2.00

H. SATISFACTION WITH ARBITRATOR

Q24-Q27 SUMMARY-ARBITRATOR SATISFACTION MEANS

BASE: ARBITRATED CASES, NOT SURE EXCLUDED	Total	Award	No Award	Refund/ Replacement	Repair/ Other
Q24-Understanding the facts of your case	2.15	2.85	1.48	3.36	2.22
Q25-Objectivity and fairness	2.10	2.95	1.24	3.50	2.22
Q26-Reaching an impartial decision	1.83	2.62	0.95	3.17	1.89
Q27-Coming to a reasoned & well-thought-out decision	1.88	2.71	1.00	3.25	2.00
AVERAGE	1.99	2.78	1.17	3.32	2.08

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

I. SATISFACTION WITH BBB AUTO LINE STAFF

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

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	191
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	187
	100.0%
A=Excellent	103
	55.1%
B=Good	43
	23.0%
C=Average	26
	13.9%
D=Poor	8
	4.3%
F-Failing Grade	7
	3.7%
MEAN	3.21

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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?

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	191
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	189
	100.0%
A=Excellent	95
	50.3%
B=Good	40
	21.2%
C=Average	25
	13.2%
D=Poor	18
	9.5%
F-Failing Grade	11
	5.8%
MEAN	3.01

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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

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

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	191
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	190
	100.0%
A=Excellent	93
	48.9%
B=Good	38
	20.0%
C=Average	25
	13.2%
D=Poor	19
	10.0%
F-Failing Grade	15
	7.9%
MEAN	2.92

BBB AUTO LINE

Telephone Survey of 2023 Customers: National Cases

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	3.21
Q29-Efforts to assist you in resolving your claim	3.01
Q30-Overall grade	2.92
AVERAGE	3.05

J. RECOMMENDATION OF BBB AUTO LINE

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

	Total	Med/Arb
TOTAL	404	191
	100.0%	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	392	187
	100.0%	100.0%
Yes	266	150
	67.9%	80.2%
No	126	37
	32.1%	19.8%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

BBB AUTO LINE

Annual Audit

Telephone Survey of 2023 Customers

Florida Cases

March 2024



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BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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 2023. 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 9,873 records and included all states.

The sampling frame was then randomized and divided it into a total of 20 replicates: 19 replicates of 500 records each and 1 with 373 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 2023 cases. The National data collection touched 8 of the 20 replicates.

Because of sample limitations for the supplemental surveys in Florida and Ohio, a census approach was taken whereby as many completes as possible (up to 150) 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 1,645. The frame for Ohio was 376.

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

C. Fielding

Telephone interviews were conducted nightly between 3/13/23 and 3/22/23, with up to 4 call attempts per respondent.

A total of 404 completes were obtained in the National survey, 221 in Florida and 76 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 [†]
National	9,873	3,182	3,070	404	13.2%	+/- 4.8
Florida	1,645	1,645	1,582	221	14.0%	+/- 6.1
Ohio	376	376	303	76	25.1%	+/- 10.1

*Excludes sample without currently valid contact information

†Note that MOE is larger for subgroups and based questions

III. ABOUT TECHNOMETRICA

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service consulting 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 2023 Customers: Florida Cases

IV. SURVEY RESULTS

A. GENERAL INFORMATION

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

	2023 Cases
TOTAL	221 100.0%
2011	2 0.9%
2013	2 0.9%
2014	1 0.5%
2015	3 1.4%
2016	5 2.3%
2017	9 4.1%
2018	8 3.6%
2019	13 5.9%
2020	28 12.7%
2021	38 17.2%
2022	58 26.2%
2023	52 23.5%
2024	2 0.9%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

A. GENERAL INFORMATION (cont'd)

Q1A. The BBB AUTO LINE's records show they handled a complaint in 2023 about your <make> vehicle. Is that correct?

	2023 Cases
TOTAL	221
	100.0%
Yes	218
	98.6%
No	3
	1.4%

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

	2023 Cases
TOTAL	221
	100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	220
	100.0%
One	24
	10.9%
Two	21
	9.5%
Three	44
	20.0%
Four or more	104
	47.3%
None	27
	12.3%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

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)

	2023 Cases
TOTAL	221 100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	214 100.0%
Manufacturer's manuals/other warranty documents	23 10.7%
Dealer or manufacturer rep	43 20.1%
BBB/BBB website/BBB AUTOLINE website	24 11.2%
Government website/office/official	7 3.3%
Other website (NOT BBB/BBB AUTOLINE/government)	43 20.1%
Lawyer	6 2.8%
Friend/family/word of mouth	23 10.7%
TV/Radio/Newspaper	1 0.5%
Had used the BBB AUTOLINE previously	3 1.4%
General knowledge	12 5.6%
Sign inside dealership	- -
Other	39 18.2%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

B. PROCESS QUESTIONS

Q4-Q5. Case Type after Verification (TYPE2)

	2023 Cases
TOTAL	221 100.0%
Mediation	91 41.2%
Arbitration	15 6.8%
Withdrawn	16 7.2%
Ineligible	81 36.7%
Other	18 8.1%
MED/ARB COMBINED	106 48.0%

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

	Verified Case Type				
	Mediated	Arbitrated	Withdrawn	Ineligible	Other
TOTAL	91 100.0%	15 100.0%	16 100.0%	81 100.0%	18 100.0%
Mediation (Imported)	89 97.8%	- -	2 12.5%	- -	9 50.0%
Arbitration (Imported)	- -	15 100.0%	- -	- -	1 5.6%
Withdrawn (Imported)	- -	- -	13 81.3%	1 1.2%	2 11.1%
Ineligible (Imported)	2 2.2%	- -	1 6.3%	80 98.8%	6 33.3%

Concordance: 197/221 = 89.1%

Discordance: 24/221 = 10.9%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

C. RELIEF QUESTIONS

I. Mediated Cases

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

	2023 Cases
BASE: MEDIATED CASES	91 100.0%
Refund/Replacement	52 57.1%
Repair	29 31.9%
Other	10 11.0%

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

	Verified Remedy		
	Refund/ Replace	Repair	Other
BASE=MEDIATED CASES	52 100.0%	29 100.0%	10 100.0%
Refund/Replacement (Imported)	50 96.2%	1 3.4%	- -
Repair (Imported)	1 1.9%	27 93.1%	- -
Other (Imported)	- -	- -	10 100.0%
None (Imported)	- -	- -	- -
Ineligible/Withdrawn Cases (Imported)	1 1.9%	1 3.4%	- -

Concordance: 87/91 = 95.6%

Discordance: 4/91 = 4.4%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

C. RELIEF QUESTIONS (cont'd)

II. Arbitrated Cases

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

	2023 Cases
BASE: ARBITRATED CASES	15 100.0%
Refund/Replacement	5 33.3%
Repair	2 13.3%
Other	- -
None	8 53.3%

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

	Verified Remedy			
	Refund/Replacement	Repair	Other	None
BASE=ARBITRATED CASES	5 100.0%	2 100.0%	- -	8 100.0%
Refund/Replacement (Imported)	5 100.0%	- -	- -	- -
Repair (Imported)	- -	2 100.0%	- -	- -
Other Remedy (Imported)	- -	- -	- -	- -
None (Imported)	- -	- -	- -	8 100.0%
Ineligible/Withdrawn Cases (Imported)	- -	- -	- -	- -

Concordance: 15/15 = 100.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

C. RELIEF QUESTIONS (cont'd)

III. Mediated/Arbitrated Cases Combined

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

	2023 Cases
BASE: MEDIATED AND ARBITRATED CASES	106 100.0%
Refund/Replacement	57 53.8%
Repair	31 29.2%
Other	10 9.4%
None	8 7.5%

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

	Verified Remedy			
	Refund/Replacement	Repair	Other	None
BASE=MEDIATED AND ARBITRATED CASES	57 100.0%	31 100.0%	10 100.0%	8 100.0%
Refund/Replacement (Imported)	55 96.5%	1 3.2%	- -	- -
Repair (Imported)	1 1.8%	29 93.5%	- -	- -
Other Remedy (Imported)	- -	- -	10 100.0%	- -
None (Imported)	- -	- -	- -	8 100.0%
Ineligible/Withdrawn Cases (Imported)	1 1.8%	1 3.2%	- -	- -

Concordance: 102/106 = 96.2%

Discordance: 4/106 = 3.8%

BBB AUTO LINE

Telephone Survey of 2023 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?

	2023 Cases
TOTAL ARBITRATED CASES WITH AWARD	7 100.0%
BASE: ARBITRATED CASES WITH AWARD AND NOT SURE EXCLUDED	7 100.0%
Yes	6 85.7%
No	1 14.3%

	Total	Refund/ Replacement	Repair	Other	All Remedies	None
TOTAL ARBITRATED CASES WITH AWARD	7 100.0%	5 100.0%	2 100.0%	- -	7 100.0%	- -
BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)	7 100.0%	5 100.0%	2 100.0%	- -	7 100.0%	- -
Yes	6 85.7%	5 100.0%	1 50.0%	- -	6 85.7%	- -

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)	6 100.0%	1 100.0%
Accepted (Imported)	5 83.3%	- -
Rejected (Imported)	1 16.7%	1 100.0%
No Entry	- -	- -

Concordance: 6/7 = 85.7%

Discordance: 1/7 = 14.3%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

D. WITHDRAWN CASES

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

	2023 Cases
BASE: WITHDRAWN CASES	16
	100.0%
You settled the matter or your car was fixed	11
	68.8%
You sold the car	-
	-
Some other reason	5
	31.3%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

E. COMPLIANCE QUESTIONS

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

	Mediated	Arbitrated*	Med/Arb Combined
TOTAL	91	6	97
	100.0%	100.0%	100.0%
BASE=TOTAL (NOT SURE EXCLUDED)	87	5	92
	100.0%	100.0%	100.0%
Carried out the settlement/terms of decision within the time specified, including any extension to which you agreed	55	2	57
	63.2%	40.0%	62.0%
Carried out the settlement/terms of decision after the time specified, including any extension to which you agreed	21	3	24
	24.1%	60.0%	26.1%
Has not yet carried out the settlement/terms of decision, but the time to do so has not yet expired	3	-	3
	3.4%	-	3.3%
Has not yet carried out the settlement/terms of decision, and the time to do so has expired	8	-	8
	9.2%	-	8.7%

**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
BASE=THOSE WITH NON-COMPLIANT <u>REPAIR</u> REMEDY	2	-	2
	100.0%	-	100.0%
Didn't examine your car	1	-	1
	50.0%	-	50.0%
Examined your car and decided that no repair was needed	-	-	-
	-	-	-
Tried to fix your car, but the repair didn't solve the problem	1	-	1
	50.0%	-	50.0%
Something else	-	-	-
	-	-	-

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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	8	-	8
	100.0%	-	100.0%
BASE=THOSE WITH NON-COMPLIANT REMEDY (NOT SURE EXCLUDED)	8	-	8
	100.0%	-	100.0%
Yes	1	-	1
	12.5%	-	12.5%
No	7	-	7
	87.5%	-	87.5%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

F. TIMING

I. Mediated/Arbitrated Cases

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

	Mediated	Arbitrated	Med/Arb Combined
BASE=MEDIATED OR ARBITRATED CASES	91	15	106
	100.0%	100.0%	100.0%
Within 40 days	65	1	66
	71.4%	6.7%	62.3%
41+ Days	26	14	40
	28.6%	93.3%	37.7%

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

	Verified Days	
	Within 40 Days	41 + Days
BASE=MEDIATED OR ARBITRATED CASES	66	40
	100.0%	100.0%
Within 40 Days (Imported)	66	14
	100.0%	35.0%
41+ Days (Imported)	-	26
	-	65.0%

Concordance: 92/106 = 86.8%

Discordance: 14/106 = 13.2%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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
TOTAL MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS	26	14	40
	100.0%	100.0%	100.0%
BASE=MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	25	13	38
	100.0%	100.0%	100.0%
Yes	2	2	4
	8.0%	15.4%	10.5%
No	23	11	34
	92.0%	84.6%	89.5%

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

	Mediated	Arbitrated	Med/Arb Combined
TOTAL MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS	6	4	10
	100.0%	100.0%	100.0%
BASE: MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)	6	4	10
	100.0%	100.0%	100.0%
Yes	5	3	8
	83.3%	75.0%	80.0%
No	1	1	2
	16.7%	25.0%	20.0%

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
BASE= MEDIATED OR ARBITRATED CASES	91	15	106
	100.0%	100.0%	100.0%
Timely Cases	66	2	68
	72.5%	13.3%	64.2%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

F. TIMING (cont'd)

II. Withdrawn Cases

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

	2023 Cases
BASE=WITHDRAWN CASES	16
	100.0%
Within 40 days	14
	87.5%
41 + Days	2
	12.5%

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

	Verified Days	
	Within 40 Days	41 + Days
BASE=WITHDRAWN CASES	14	2
	100.0%	100.0%
Within 40 Days (imported)	14	1
	100.0%	50.0%
41 + Days (imported)	-	1
	-	50.0%

Concordance: 15/16 = 93.8%

Discordance: 1/16 = 6.2%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

F. TIMING (cont'd)

II. Withdrawn Cases

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

	2023 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	1 50.0%
No	1 50.0%

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

	2023 Cases
TOTAL WITHDRAWN CASES (IF 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)

	2023 Cases
BASE= WITHDRAWN CASES	16 100.0%
Timely Cases	14 87.5%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

G. DOCUMENTS

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

	Total
TOTAL	221
	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	193
	100.0%
Yes	163
	84.5%
No	30
	15.5%

Q19A. How clear and understandable were these documents?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	163
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	159
	100.0%
Very	81
	50.9%
Somewhat	65
	40.9%
Not at all	13
	8.2%

Q19B. And how helpful were they?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	163
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	159
	100.0%
Very	72
	45.3%
Somewhat	62
	39.0%
Not at all	25
	15.7%

BBB AUTO LINE**Telephone Survey of 2023 Customers: Florida Cases**

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
TOTAL MEDIATED CASES	91
	100.0%
BASE: MEDIATED CASES NOT SURE EXCLUDED	86
	100.0%
Yes	69
	80.2%
No	17
	19.8%

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
TOTAL ARBITRATED CASES	15
	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	14
	100.0%
Yes	13
	92.9%
No	1
	7.1%

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

	Total
TOTAL ARBITRATED CASES	15
	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	15
	100.0%
Yes	15
	100.0%
No	-
	-

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

G. DOCUMENTS (cont'd)

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

	Total
BASE: DID NOT GET LETTER	-
	-
Never heard back	-
	-
Other	-
	-

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
TOTAL MEDIATED CASES	91
	100.0%
BASE: MEDIATED CASES (NOT SURE EXCLUDED)	88
	100.0%
The staff contacted me by mail, email or my online account	26
	29.5%
The staff spoke to me	11
	12.5%
Both of those	32
	36.4%
Neither of those	17
	19.3%
Something else	2
	2.3%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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	9 100.0%
BASE: ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	6 100.0%
The staff contacted me by mail, email or my online account	3 50.0%
The staff spoke to me	- -
Both of those	2 33.3%
Neither of those	- -
Something else	1 16.7%

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	100 100.0%
BASE: MEDIATED CASES/ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	94 100.0%
The staff contacted me by mail, email or my online account	29 30.9%
The staff spoke to me	11 11.7%
Both of those	34 36.2%
Neither of those	17 18.1%
Something else	3 3.2%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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
TOTAL ARBITRATED CASES	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	5	5	-	4	1
	33.3%	71.4%	-	80.0%	50.0%
B=Good	1	1	-	-	1
	6.7%	14.3%	-	-	50.0%
C=Average	3	1	2	1	-
	20.0%	14.3%	25.0%	20.0%	-
D=Poor	2	-	2	-	-
	13.3%	-	25.0%	-	-
F-Failing Grade	4	-	4	-	-
	26.7%	-	50.0%	-	-
MEAN	2.07	3.57	0.75	3.60	3.50

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

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
TOTAL ARBITRATED CASES	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	6	6	-	4	2
	40.0%	85.7%	-	80.0%	100.0%
B=Good	1	-	1	-	-
	6.7%	-	12.5%	-	-
C=Average	2	1	1	1	-
	13.3%	14.3%	12.5%	20.0%	-
D=Poor	2	-	2	-	-
	13.3%	-	25.0%	-	-
F-Failing Grade	4	-	4	-	-
	26.7%	-	50.0%	-	-
MEAN	2.20	3.71	0.88	3.60	4.00

BBB AUTO LINE**Telephone Survey of 2023 Customers: Florida Cases**

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
TOTAL ARBITRATED CASES	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	6	6	-	4	2
	40.0%	85.7%	-	80.0%	100.0%
B=Good	3	-	3	-	-
	20.0%	-	37.5%	-	-
C=Average	2	1	1	1	-
	13.3%	14.3%	12.5%	20.0%	-
D=Poor	-	-	-	-	-
	-	-	-	-	-
F-Failing Grade	4	-	4	-	-
	26.7%	-	50.0%	-	-
MEAN	2.47	3.71	1.38	3.60	4.00

BBB AUTO LINE
Telephone Survey of 2023 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
TOTAL ARBITRATED CASES	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	15	7	8	5	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	5	5	-	4	1
	33.3%	71.4%	-	80.0%	50.0%
B=Good	1	1	-	1	-
	6.7%	14.3%	-	20.0%	-
C=Average	3	1	2	-	1
	20.0%	14.3%	25.0%	-	50.0%
D=Poor	-	-	-	-	-
	-	-	-	-	-
F-Failing Grade	6	-	6	-	-
	40.0%	-	75.0%	-	-
MEAN	1.93	3.57	0.50	3.80	3.00

H. SATISFACTION WITH ARBITRATOR

Q24-Q27 SUMMARY-ARBITRATOR SATISFACTION MEANS

BASE: ARBITRATED CASES, NOT SURE EXCLUDED	Total	Award	No Award	Refund/ Replacement	Repair/ Other
Q24-Understanding the facts of your case	2.07	3.57	0.75	3.60	3.50
Q25-Objectivity and fairness	2.20	3.71	0.88	3.60	4.00
Q26-Reaching an impartial decision	2.47	3.71	1.38	3.60	4.00
Q27-Coming to a reasoned & well-thought-out decision	1.93	3.57	0.50	3.80	3.00
AVERAGE	2.17	3.64	0.88	3.65	3.63

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

I. SATISFACTION WITH BBB AUTO LINE STAFF

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

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	106
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	105
	100.0%
A=Excellent	55
	52.4%
B=Good	24
	22.9%
C=Average	12
	11.4%
D=Poor	3
	2.9%
F-Failing Grade	11
	10.5%
MEAN	3.04

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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?

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	106
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	105
	100.0%
A=Excellent	53
	50.5%
B=Good	22
	21.0%
C=Average	16
	15.2%
D=Poor	6
	5.7%
F-Failing Grade	8
	7.6%
MEAN	3.01

BBB AUTO LINE

Telephone Survey of 2023 Customers: Florida Cases

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

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

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	106 100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	105 100.0%
A=Excellent	52 49.5%
B=Good	26 24.8%
C=Average	15 14.3%
D=Poor	3 2.9%
F-Failing Grade	9 8.6%
MEAN	3.04

BBB AUTO LINE
Telephone Survey of 2023 Customers: Florida Cases

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	3.04
Q29-Efforts to assist you in resolving your claim	3.01
Q30-Overall grade	3.04
AVERAGE	3.03

J. RECOMMENDATION OF BBB AUTO LINE

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

	Total	Med/Arb
TOTAL	221	106
	100.0%	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	212	104
	100.0%	100.0%
Yes	147	87
	69.3%	83.7%
No	65	17
	30.7%	16.3%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

BBB AUTO LINE

Annual Audit

Telephone Survey of 2023 Customers

Ohio Cases

March 2024



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BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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 2023. 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 9,873 records and included all states.

The sampling frame was then randomized and divided it into a total of 20 replicates: 19 replicates of 500 records each and 1 with 373 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 2023 cases. The National data collection touched 8 of the 20 replicates.

Because of sample limitations for the supplemental surveys in Florida and Ohio, a census approach was taken whereby as many completes as possible (up to 150) 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 1,645. The frame for Ohio was 376.

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

C. Fielding

Telephone interviews were conducted nightly between 3/13/23 and 3/22/23, with up to 4 call attempts per respondent.

A total of 404 completes were obtained in the National survey, 221 in Florida and 76 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 [†]
National	9,873	3,182	3,070	404	13.2%	+/- 4.8
Florida	1,645	1,645	1,582	221	14.0%	+/- 6.1
Ohio	376	376	303	76	25.1%	+/- 10.1

*Excludes sample without currently valid contact information

†Note that MOE is larger for subgroups and based questions

III. ABOUT TECHNOMETRICA

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service consulting 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 2023 Customers: Ohio Cases

IV. SURVEY RESULTS

A. GENERAL INFORMATION

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

	2023 Cases
TOTAL	76
	100.0%
2013	2
	2.6%
2014	3
	3.9%
2015	3
	3.9%
2016	3
	3.9%
2017	5
	6.6%
2018	6
	7.9%
2019	3
	3.9%
2020	10
	13.2%
2021	6
	7.9%
2022	22
	28.9%
2023	12
	15.8%
2024	1
	1.3%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

A. GENERAL INFORMATION (cont'd)

Q1A. The BBB AUTO LINE's records show they handled a complaint in 2023 about your <make> vehicle. Is that correct?

	2023 Cases
TOTAL	76
	100.0%
Yes	75
	98.7%
No	1
	1.3%

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

	2023 Cases
TOTAL	76
	100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	75
	100.0%
One	7
	9.3%
Two	6
	8.0%
Three	15
	20.0%
Four or more	32
	42.7%
None	15
	20.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

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)

	2023 Cases
TOTAL	76 100.0%
BASE: ALL RESPONDENTS (NOT SURE EXCLUDED)	72 100.0%
Manufacturer's manuals/other warranty documents	7 9.7%
Dealer or manufacturer rep	20 27.8%
BBB/BBB website/BBB AUTOLINE website	4 5.6%
Government website/office/official	4 5.6%
Other website (NOT BBB/BBB AUTOLINE/government)	13 18.1%
Lawyer	5 6.9%
Friend/family/word of mouth	10 13.9%
TV/Radio/Newspaper	- -
Had used the BBB AUTOLINE previously	2 2.8%
General knowledge	3 4.2%
Sign inside dealership	- -
Other	7 9.7%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

B. PROCESS QUESTIONS

Q4-Q5. Case Type after Verification (TYPE2)

	2023 Cases
TOTAL	76 100.0%
Mediation	32 42.1%
Arbitration	12 15.8%
Withdrawn	2 2.6%
Ineligible	29 38.2%
Other	1 1.3%
MED/ARB COMBINED	44 57.9%

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

	Verified Case Type				
	Mediated	Arbitrated	Withdrawn	Ineligible	Other
TOTAL	32 100.0%	12 100.0%	2 100.0%	29 100.0%	1 100.0%
Mediation (Imported)	32 100.0%	- -	- -	- -	1 100.0%
Arbitration (Imported)	- -	12 100.0%	- -	- -	- -
Withdrawn (Imported)	- -	- -	2 100.0%	- -	- -
Ineligible (Imported)	- -	- -	- -	29 100.0%	- -

Concordance: 75/76 = 98.7%

Discordance: 1/76 = 1.3%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

C. RELIEF QUESTIONS

I. Mediated Cases

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

	2023 Cases
BASE: MEDIATED CASES	32 100.0%
Refund/Replacement	23 71.9%
Repair	4 12.5%
Other	5 15.6%

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

	Verified Remedy		
	Refund/Replace	Repair	Other
BASE=MEDIATED CASES	23 100.0%	4 100.0%	5 100.0%
Refund/Replacement (Imported)	23 100.0%	- -	- -
Repair (Imported)	- -	4 100.0%	- -
Other (Imported)	- -	- -	5 100.0%
None (Imported)	- -	- -	- -
Ineligible/Withdrawn Cases (Imported)	- -	- -	- -

Concordance: 32/32 = 100.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

C. RELIEF QUESTIONS (cont'd)

II. Arbitrated Cases

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

	2023 Cases
BASE: ARBITRATED CASES	12 100.0%
Refund/Replacement	3 25.0%
Repair	2 16.7%
Other	- -
None	7 58.3%

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

	Verified Remedy			
	Refund/Replacement	Repair	Other	None
BASE=ARBITRATED CASES	3 100.0%	2 100.0%	- -	7 100.0%
Refund/Replacement (Imported)	3 100.0%	- -	- -	- -
Repair (Imported)	- -	2 100.0%	- -	- -
Other Remedy (Imported)	- -	- -	- -	- -
None (Imported)	- -	- -	- -	7 100.0%
Ineligible/Withdrawn Cases (Imported)	- -	- -	- -	- -

Concordance: 12/12 = 100.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

C. RELIEF QUESTIONS (cont'd)

III. Mediated/Arbitrated Cases Combined

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

	2023 Cases
BASE: MEDIATED AND ARBITRATED CASES	44 100.0%
Refund/Replacement	26 59.1%
Repair	6 13.6%
Other	5 11.4%
None	7 15.9%

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

	Verified Remedy			
	Refund/ Replacement	Repair	Other	None
BASE=MEDIATED AND ARBITRATED CASES	26 100.0%	6 100.0%	5 100.0%	7 100.0%
Refund/Replacement (Imported)	26 100.0%	- -	- -	- -
Repair (Imported)	- -	6 100.0%	- -	- -
Other Remedy (Imported)	- -	- -	5 100.0%	- -
None (Imported)	- -	- -	- -	7 100.0%
Ineligible/Withdrawn Cases (Imported)	- -	- -	- -	- -

Concordance: 44/44 = 100.0%

BBB AUTO LINE
Telephone Survey of 2023 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?

	2023 Cases
TOTAL ARBITRATED CASES WITH AWARD	5 100.0%
BASE: ARBITRATED CASES WITH AWARD AND NOT SURE EXCLUDED	5 100.0%
Yes	4 80.0%
No	1 20.0%

	Total	Refund/ Replacement	Repair	Other	All Remedies	None
TOTAL ARBITRATED CASES WITH AWARD	5 100.0%	3 100.0%	2 100.0%	- -	5 100.0%	- -
BASE: ARBITRATED CASES WITH AWARD (NOT SURE EXCLUDED)	5 100.0%	3 100.0%	2 100.0%	- -	5 100.0%	- -
Yes	4 80.0%	2 66.7%	2 100.0%	- -	4 80.0%	- -

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)	4 100.0%	1 100.0%
Accepted (Imported)	4 100.0%	- -
Rejected (Imported)	- -	1 100.0%
No Entry	- -	- -

Concordance: 5/5 = 100.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

D. WITHDRAWN CASES

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

	2023 Cases
BASE: WITHDRAWN CASES	2
	100.0%
You settled the matter or your car was fixed	-
	-
You sold the car	1
	50.0%
Some other reason	1
	50.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

E. COMPLIANCE QUESTIONS

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

	Mediated	Arbitrated*	Med/Arb Combined
TOTAL	32	4	36
	100.0%	100.0%	100.0%
BASE=TOTAL (NOT SURE EXCLUDED)	32	4	36
	100.0%	100.0%	100.00%
Carried out the settlement/terms of decision within the time specified, including any extension to which you agreed	26	1	27
	81.3%	25.0%	75.0%
Carried out the settlement/terms of decision after the time specified, including any extension to which you agreed	4	3	7
	12.5%	75.0%	19.4%
Has not yet carried out the settlement/terms of decision, but the time to do so has not yet expired	2	-	2
	6.3%	-	5.6%
Has not yet carried out the settlement/terms of decision, and the time to do so has expired	-	-	-
	-	-	-

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

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

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 2023 Customers: Ohio Cases

F. TIMING

I. Mediated/Arbitrated Cases

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

	Mediated	Arbitrated	Med/Arb Combined
BASE=MEDIATED OR ARBITRATED CASES	32 100.0%	12 100.0%	44 100.0%
Within 40 days	22 68.8%	3 25.0%	25 56.8%
41+ Days	10 31.3%	9 75.0%	19 43.2%

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

	Verified Days	
	Within 40 Days	41 + Days
BASE=MEDIATED OR ARBITRATED CASES	25 100.0%	19 100.0%
Within 40 Days (Imported)	25 100.0%	5 26.3%
41+ Days (Imported)	- -	14 73.7%

Concordance: 39/44 = 88.6%

Discordance: 5/44 = 11.4%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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
TOTAL MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS	10	9	19
	100.0%	100.0%	100.0%
BASE=MEDIATED OR ARBITRATED CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	10	8	18
	100.0%	100.0%	100.0%
Yes	1	1	2
	10.0%	12.5%	11.1%
No	9	7	16
	90.0%	87.5%	88.9%

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

	Mediated	Arbitrated	Med/Arb Combined
TOTAL MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS	3	2	5
	100.0%	100.0%	100.0%
BASE: MEDIATED OR ARBITRATED CASES BETWEEN 41-47 DAYS (NOT SURE EXCLUDED)	3	2	5
	100.0%	100.0%	100.0%
Yes	3	2	5
	100.0%	100.0%	100.0%
No	-	-	-
	-	-	-

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
BASE= MEDIATED OR ARBITRATED CASES	32	12	44
	100.0%	100.0%	100.0%
Timely Cases	22	3	25
	68.8%	25.0%	56.8%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

F. TIMING (cont'd)

II. Withdrawn Cases

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

	2023 Cases
BASE=WITHDRAWN CASES	2 100.0%
Within 40 days	1 50.0%
41 + Days	1 50.0%

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

	Verified Days	
	Within 40 Days	41 + Days
BASE=WITHDRAWN CASES	1 100.0%	1 100.0%
Within 40 Days (imported)	1 100.0%	- -
41 + Days (imported)	- -	1 100.0%

Concordance: 2/2 = 100.0%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

F. TIMING (cont'd)

II. Withdrawn Cases

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

	2023 Cases
TOTAL WITHDRAWN CASES MORE THAN 40 DAYS	1 100.0%
BASE: WITHDRAWN CASES MORE THAN 40 DAYS (NOT SURE EXCLUDED)	1 100.0%
Yes	1 100.0%
No	- -

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

	2023 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)

	2023 Cases
BASE= WITHDRAWN CASES	2 100.0%
Timely Cases	1 50.0%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

G. DOCUMENTS

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

	Total
TOTAL	76
	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	70
	100.0%
Yes	62
	88.6%
No	8
	11.4%

Q19A. How clear and understandable were these documents?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	62
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	61
	100.0%
Very	31
	50.8%
Somewhat	26
	42.6%
Not at all	4
	6.6%

Q19B. And how helpful were they?

	Total
TOTAL RECEIVING DOCS AND ANSWERING	62
	100.0%
BASE: RECEIVING DOCS, NOT SURE EXCLUDED	61
	100.0%
Very	31
	50.8%
Somewhat	20
	32.8%
Not at all	10
	16.4%

BBB AUTO LINE**Telephone Survey of 2023 Customers: Ohio Cases**

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
TOTAL MEDIATED CASES	32
	100.0%
BASE: MEDIATED CASES, NOT SURE EXCLUDED	32
	100.0%
Yes	31
	96.9%
No	1
	3.1%

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
TOTAL ARBITRATED CASES	12
	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	10
	100.0%
Yes	10
	100.0%
No	-
	-

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

	Total
TOTAL ARBITRATED CASES	12
	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	11
	100.0%
Yes	11
	100.0%
No	-
	-

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

G. DOCUMENTS (cont'd)

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

	Total
BASE: DID NOT GET LETTER	-
	-
Never heard back	-
	-
Other	-
	-

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
TOTAL MEDIATED CASES	32
	100.0%
BASE: MEDIATED CASES (NOT SURE EXCLUDED)	27
	100.0%
The staff contacted me by mail, email or my online account	7
	25.9%
The staff spoke to me	4
	14.8%
Both of those	11
	40.7%
Neither of those	4
	14.8%
Something else	1
	3.7%

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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	7 100.0%
BASE: ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	4 100.0%
The staff contacted me by mail, email or my online account	1 25.0%
The staff spoke to me	1 25.0%
Both of those	1 25.0%
Neither of those	1 25.0%
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	39 100.0%
BASE: MEDIATED CASES/ARBITRATED CASES WITH AWARD AND ACCEPTED AWARD (NOT SURE EXCLUDED)	31 100.0%
The staff contacted me by mail, email or my online account	8 25.8%
The staff spoke to me	5 16.1%
Both of those	12 38.7%
Neither of those	5 16.1%
Something else	1 3.2%

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

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
TOTAL ARBITRATED CASES	12	5	7	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	11	5	6	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	6	4	2	2	2
	54.5%	80.0%	33.3%	66.7%	100.0%
B=Good	1	-	1	-	-
	9.1%	-	16.7%	-	-
C=Average	-	-	-	-	-
	-	-	-	-	-
D=Poor	1	-	1	-	-
	9.1%	-	16.7%	-	-
F-Failing Grade	3	1	2	1	-
	27.3%	20.0%	33.3%	33.3%	-
MEAN	2.55	3.20	2.00	2.67	4.00

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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
TOTAL ARBITRATED CASES	12	5	7	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	11	5	6	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	5	3	2	1	2
	45.5%	60.0%	33.3%	33.3%	100.0%
B=Good	1	1	-	1	-
	9.1%	20.0%	-	33.3%	-
C=Average	1	-	1	-	-
	9.1%	-	16.7%	-	-
D=Poor	2	1	1	1	-
	18.2%	20.0%	16.7%	33.3%	-
F-Failing Grade	2	-	2	-	-
	18.2%	-	33.3%	-	-
MEAN	2.45	3.20	1.83	2.67	4.00

BBB AUTO LINE
Telephone Survey of 2023 Customers: Ohio Cases

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
TOTAL ARBITRATED CASES	12	5	7	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	11	5	6	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	5	4	1	2	2
	45.5%	80.0%	16.7%	66.7%	100.0%
B=Good	1	-	1	-	-
	9.1%	-	16.7%	-	-
C=Average	1	-	1	-	-
	9.1%	-	16.7%	-	-
D=Poor	2	1	1	1	-
	18.2%	20.0%	16.7%	33.3%	-
F-Failing Grade	2	-	2	-	-
	18.2%	-	33.3%	-	-
MEAN	2.45	3.40	1.67	3.00	4.00

BBB AUTO LINE

Telephone Survey of 2023 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
TOTAL ARBITRATED CASES	12	5	7	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
BASE: ARBITRATED CASES, NOT SURE EXCLUDED	11	5	6	3	2
	100.0%	100.0%	100.0%	100.0%	100.0%
A=Excellent	4	3	1	1	2
	36.4%	60.0%	16.7%	33.3%	100.0%
B=Good	1	1	-	1	-
	9.1%	20.0%	-	33.3%	-
C=Average	1	-	1	-	-
	9.1%	-	16.7%	-	-
D=Poor	2	-	2	-	-
	18.2%	-	33.3%	-	-
F-Failing Grade	3	1	2	1	-
	27.3%	20.0%	33.3%	33.3%	-
MEAN	2.09	3.00	1.33	2.33	4.00

H. SATISFACTION WITH ARBITRATOR

Q24-Q27 SUMMARY-ARBITRATOR SATISFACTION MEANS

BASE: ARBITRATED CASES, NOT SURE EXCLUDED	Total	Award	No Award	Refund/ Replacement	Repair/ Other
Q24-Understanding the facts of your case	2.55	3.20	2.00	2.67	4.00
Q25-Objectivity and fairness	2.45	3.20	1.83	2.67	4.00
Q26-Reaching an impartial decision	2.45	3.40	1.67	3.00	4.00
Q27-Coming to a reasoned & well-thought-out decision	2.09	3.00	1.33	2.33	4.00
AVERAGE	2.39	3.20	1.71	2.67	4.00

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

I. SATISFACTION WITH BBB AUTO LINE STAFF

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

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	44 100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	42 100.0%
A=Excellent	28 66.7%
B=Good	8 19.0%
C=Average	4 9.5%
D=Poor	2 4.8%
F-Failing Grade	- -
MEAN	3.48

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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?

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	44
	100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	43
	100.0%
A=Excellent	26
	60.5%
B=Good	10
	23.3%
C=Average	5
	11.6%
D=Poor	2
	4.7%
F-Failing Grade	-
	-
MEAN	3.40

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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

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

	2023 Cases
TOTAL ARBITRATED OR MEDIATED CASES	44 100.0%
BASE: TOTAL ARBITRATED OR MEDIATED CASES (NOT SURE EXCLUDED)	43 100.0%
A=Excellent	29 67.4%
B=Good	6 14.0%
C=Average	6 14.0%
D=Poor	1 2.3%
F-Failing Grade	1 2.3%
MEAN	3.42

BBB AUTO LINE

Telephone Survey of 2023 Customers: Ohio Cases

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	3.48
Q29-Efforts to assist you in resolving your claim	3.40
Q30-Overall grade	3.42
AVERAGE	3.43

J. RECOMMENDATION OF BBB AUTO LINE

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

	Total	Med/Arb
TOTAL	76	44
	100.0%	100.0%
BASE: ANSWERING, NOT SURE EXCLUDED	75	43
	100.0%	100.0%
Yes	54	39
	72.0%	90.7%
No	21	4
	28.0%	9.3%