

**2015 AUDIT OF
BBB AUTO LINE**

**SUBMITTED TO
THE FEDERAL TRADE COMMISSION,
THE STATE OF FLORIDA,
AND THE STATE OF OHIO**

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INTRODUCTION AND SUMMARY

BBB AUTO LINE is an informal dispute settlement procedure that handles automobile warranty disputes – including disputes subject to the Federal Magnuson-Moss Warranty Act¹ and disputes under state lemon laws – through mediation and arbitration. The program is administered by the Council of Better Business Bureaus (“CBBB”), located in Arlington, VA, together with local Better Business Bureau offices (collectively “BBB” or “BBBs”).

Under the Magnuson-Moss Act, manufacturers can insist that consumers use an informal dispute resolution mechanism like BBB AUTO LINE if the mechanism meets standards in the statute and its implementing regulation, FTC Rule 703.² Key provisions of the statute and rule require warrantors to take steps to alert consumers to the program, and require the program to meet certain standards for fairness and efficacy. The regulations further require that CBBB maintain certain records and arrange for an annual audit; the audit, in turn, must include a consumer survey that serves, in part, as a check on its records. State lemon laws impose further requirements and two states – Florida and Ohio – have their own audit requirements.

The auditor concludes that BBB AUTO LINE and its participating manufacturers substantially comply with applicable regulatory requirements of Federal, Florida, and Ohio law.

However, various aspects of the program show room for important improvements, as set forth in Chapter 1 for manufacturers and Chapter 2 for BBB AUTO LINE itself. The auditor also acknowledges the need to improve the survey instrument used this year; while the instrument was developed with input from a survey firm and incorporated suggestions from CBBB staff, the results were less precise than the auditor would have hoped, and the text discusses how he thinks it might be improved for subsequent audits.

The auditor’s principal recommendations are summarized at the start of Chapters 1 and 2. Some of these changes seem relatively technical, while others are quite important. But none goes to the heart of the program. The overwhelming thrust of the program is positive and, in the auditor’s view (particularly taking into account that the program is being reviewed with fresh eyes by a new auditor), fully warrants a finding of substantial compliance.

In this respect, the auditor highlights, first, an important asymmetry. Manufacturers participating in BBB AUTO LINE exceed Federal (and some state) requirements in a profoundly important way: although the consumer isn’t bound by the results of arbitration, manufacturers *are* bound so long as consumers accept those results.

Also, the results of the program are impressive. Using CBBB’s national figures for ease of presentation (the thrust of what follows extends to Ohio and Florida figures as well), BBB AUTO LINE processed nearly 5000 complaints in 2015 that it didn’t reject as ineligible at the outset and that consumers didn’t withdraw. Of these, over 54% were resolved, at least initially, through mediation. Mediated settlements didn’t all result in satisfied consumers – some settlements provided for repairs, for example, and some consumers later returned for a further

¹ 15 U.S.C. § 2301 et seq.

² 16 C.F.R. § 703.

proceeding because they were dissatisfied with the result. But some 900 complaints, about 18% of the total of all eligible and non-withdrawn complaints, ended in repurchase or replacement remedies *through mediation*. Further, of those consumers who went to arbitration, another 638 were awarded repurchase or replacement remedies (though a smattering of consumers rejected such remedies, preferring to seek broader relief in court). These 638 represent nearly 28% of arbitrated cases and nearly 13% of eligible and non-withdrawn complaints. So, adding the 18% of complaints that led to repurchase or replacement through mediation to the 13% that produced such results through arbitration, some 31% of these complaints led to repurchase or replacement settlements or awards, and they did so more often through mediation than arbitration.

This is not meant to suggest that the process is a slam-dunk for consumers. Nearly 1300 complaints nationally, some 59% of those that went to arbitration, resulted in no award for the consumer. But the more relevant figure, in the auditor's view, is that the "no awards" represented some 26% of all eligible and non-withdrawn complaints. Viewed together with the 31% figure for repurchase and replacement remedies, and the remaining 43% who got some other remedy, this suggests a fair and well-balanced program. (The other remedies generally included extended service plans and, most commonly, repairs. Repairs are specifically recognized as an appropriate form of remedy by the Magnuson-Moss Act as well as Florida and Ohio and, while they won't always satisfy consumers' concerns when implemented, they often provide useful relief and always leave the door open for further proceedings.)

Given the auditor's focus on these numbers, one further factor, detailed in Chapters IV.G, V.G, and VI.G, does impact the results sufficiently to merit note here. Roughly one in six consumers used attorneys for the BBB AUTO LINE process, and consumers with attorneys were substantially less successful than those without lawyers. Since many consumers cannot get into court without first using BBB AUTO LINE, it seems reasonable to speculate that some lawyers (though certainly not all) may be "going through the motions" in using the process. In any event, the differences are striking. Attorneys tended to disproportionately spurn mediation (and remedies like repairs that disproportionately result from mediation), and they tended to disproportionately lose in arbitration. So, while 26% of all eligible and non-withdrawn complaints ended in no relief, for consumers who represented themselves the figure was closer to 15%, while for those with lawyers it was closer to 65%. More generally, the balance for non-attorney cases is approximately 32% refund or replacement, 15% no award, and 53% other remedies (mostly repairs). While the results for unrepresented consumers are thus somewhat different from those for all consumers, this profile, in the auditor's view, still points to a program that that is both balanced and serves consumers well.

Overview of the audit. The audit provision of Federal law (additional provisions of Florida and Ohio law are noted in the text) includes a general requirement in subsection (a) and these specific mandates in subsection (b):

(b) (1) Evaluation of warrantors' efforts to make consumers aware of the Mechanism's existence as required in § 703.2(d) of this part [which refers to making consumers aware when a warranty dispute arises];

(2) Review of the indexes maintained pursuant to § 703.6(b), (c), and (d) of this

part; and

(3) Analysis of a random sample of disputes handled by the Mechanism to determine the following:

(i) Adequacy of the Mechanism's complaint and other forms, investigation, mediation and follow-up efforts, and other aspects of complaint handling; and

(ii) Accuracy of the Mechanism's statistical compilations under § 703.6(e) of this part. (For purposes of this subparagraph "analysis" shall include oral or written contact with the consumers involved in each of the disputes in the random sample.)

Aspects of the audit that look to efforts by warrantors (manufacturers) are discussed in Chapter 1, while Chapters 2 and 3 focus on provisions applicable to BBB AUTO LINE itself. Although the relevant issues in Chapters 2 and 3 overlap, Chapter 2 focuses primarily on non-survey considerations bearing on BBB AUTO LINE's operations and, specifically, its fairness and efficiency. Chapter 3 focuses primarily on the survey and the insights it offers (as well as the auditor's thoughts about improving future surveys). The chapters are interconnected, however, because Chapter 2 notes, in appropriate cases, the CBBB records and Technometrica results that Chapter 3 scrutinizes in greater detail.

In undertaking this audit, the auditor has worked with Technometrica Market Intelligence (and obtained insights from the CBBB) to undertake a survey with a revised survey instrument. The auditor has also done the following:

- Reviewed manufacturers' submissions to evaluate manufacturers' efforts to tell consumers about BBB AUTO LINE and otherwise comply with provisions applicable to manufacturers;
- Visited the two offices that handle mediations and other pre-complaint arbitration proceedings, the CBBB offices in Arlington and the office of the BBB of West Florida in Clearwater, Florida;
- Examined the web page from which consumers can file a complaint;
- Attended a Florida hearing and reviewed audio recordings of two Ohio hearings;
- Reviewed 50 case files for each population (National, Florida, and Ohio). To obtain a representative sample, the auditor alphabetized consumers' last names and started reviewing files for those whose names began with "L";³

³ Eleven files were counted toward both the national sample and a state sample.

-- Reviewed print and some video materials used to train arbitrators.⁴

⁴ The auditor notes that local BBB offices provide an important service for consumers who use BBB AUTO LINE, insofar as these offices are widely distributed through the country and provide reasonably local venues for arbitration hearings. Further, their staffs help facilitate the conduct of hearings. Except for Clearwater, though, their role is essentially limited to providing venues for hearings and facilitating them. Given BBB AUTO LINE's centralized recordkeeping and complaint handling processes, the availability of recordings from arbitrations, and difficulties in scheduling out-of-state visits to coincide with hearings, the auditor did not visit any offices that weren't involved in pre-hearing processing of BBB AUTO LINE cases. (As to the difficulty of scheduling visits to coincide with a hearing, the auditor notes that in Ohio, for example, there were only 80 in-person arbitration hearings in 2015, roughly 1.5 per week, and these were spread among eight local offices. Hearings aren't scheduled far in advance, and those that are scheduled can settle at the last minute – as happened with one hearing that the auditor hoped to attend in Clearwater. Indeed, though the auditor's predecessor did visit Ohio last year, no hearing took place during the visit.)

**CHAPTER 1:
MANUFACTURER
WARRANTY MATERIALS**

I. Introduction

As noted in the introduction, the auditor finds, for 2015, that the manufacturers who were audited are in substantial compliance with the applicable rules. However, there are several areas where manufacturers should take steps to comply or better comply with specific provisions. The applicable Federal provision is FTC Rule 703.2,⁵ for example, and many manufacturers could do a better job of complying with (among other provisions) the portion of Rule 703.2(d) that requires them to alert consumers to BBB AUTO LINE at the time a warranty dispute arises. Also, many manufacturers need to implement procedures, required by Rule 703.2(e), to tell consumers about BBB AUTO LINE anew (even though they have already told them at the time of sale) when consumers submit warranty disputes directly to the manufacturers and the manufacturers decide them. As to state-specific provisions, some manufacturers have not implemented all the Ohio provisions, particularly those requiring certain disclosures to be made on separate sheets of papers or on signs. The auditor recommends these and other changes to comply or better comply with specific provisions, and suggests that manufacturers consider other changes to more clearly comply with other aspects of the rules. Further, he would urge manufacturers (at the least) to begin implementing improvements shortly. He recognizes that some changes, particularly changes to printed manuals, might need significant lead time to implement. But others, like notice under Rule 703.2(e), would not seem to require substantial delay.

A. Obligations under Federal law and the FTC's rules

1. The Rules

FTC Rule 703.2, issued pursuant to the consumer product warranty provisions of the Magnuson-Moss Warranty – Federal Trade Commission Improvement Act,⁶ imposes several affirmative disclosure obligations, along with one prohibition and several other obligations, on warrantors who offer informal dispute mechanisms.⁷ Although this introduction summarizes all the obligations under these provisions, the chapter focuses primarily on warrantors' disclosure obligations, with particular attention to their obligations, under Rule 703.2(d), to “make consumers aware of [BBB AUTO LINE's] existence at the time consumers experience warranty disputes,”⁸ and, under Rule 703.2(e), to tell consumers about BBB AUTO LINE after “a dispute is submitted directly to the manufacturer.”

⁵ 16 C.F.R. § 703.2.

⁶ 15 U.S.C. § 2301 *et seq.* The provisions governing informal dispute resolution mechanisms appear in section 2310.

⁷ As defined by Rule 703.1(d), a warrantor is “any person who gives or offers to give a written warranty which incorporates an informal dispute settlement mechanism.”

⁸ Under the FTC rules, an evaluation of the warrantors' efforts in this regard is a mandatory component of this audit. Rule 703.7(b)(1).

Rule 703.2(a) provides that a dispute resolution mechanism (like BBB AUTO LINE) must comply with the FTC’s rules if manufacturers incorporate the mechanism into their warranties. It further provides that nothing in the rules prohibits manufacturers from incorporating the “step-by-step procedure which the consumer should take in order to obtain performance of any obligation under the warranty [as required by other provisions of the statute and implementing rules].”

Rule 703.2(b) requires warrantors to make certain clear and conspicuous disclosures about the program on the “face of their warranty.”⁹ This term is defined, essentially, as the first page of a stand-alone warranty document or, if a warranty appears in a longer document like a use and care manual, as the page where the warranty begins.¹⁰ (While the rule used the term “use and care manual,” a more common term today is “owner’s manual.” This discussion uses the terms interchangeably.)

Rule 703.2(c) requires further disclosures “in the written warranty or in a separate section

⁹ Rule 703.2(b) provides:

The warrantor shall disclose clearly and conspicuously at least the following information on the face of the written warranty:

- (1) A statement of the availability of the informal dispute settlement mechanism;
- (2) The name and address of the Mechanism, or the name and a telephone number of the Mechanism which consumers may use without charge;
- (3) A statement of any requirement that the consumer resort to the Mechanism before exercising rights or seeking remedies created by Title I of the Act; together with the disclosure that if a consumer chooses to seek redress by pursuing rights and remedies not created by Title I of the Act, resort to the Mechanism would not be required by any provision of the Act; and
- (4) A statement, if applicable, indicating where further information on the Mechanism can be found in materials accompanying the product, as provided in § 703.2(c) of this section.

¹⁰ Rule 703.1(h) provides:

- (1) If the warranty is a single sheet with printing on both sides of the sheet, or if the warranty is comprised of more than one sheet, the page on which the warranty text begins;
- (2) If the warranty is included as part of a longer document, such as a use and care manual, the page in such document on which the warranty text begins.

of material accompanying the product.”¹¹ In practice, the manufacturers who submitted materials along these lines all provided the required information in manuals, either in an owner’s manual or in a “warranty manual” or a “service manual” that accompanies the owner’s manual, that often has a similar cover to the owner’s manual, and that’s usually if not always packaged with that manual for storage in a glove compartment.

While Rules 703.2(b) and (c) require a series of disclosures by the warrantor at the time of sale, subsection (d), as touched on above, provides for a more limited disclosure when “consumers experience warranty disputes.”

(d) The warrantor shall take steps reasonably calculated to make consumers aware of the Mechanism's existence at the time consumers experience warranty disputes. * * *

Subsection (d) also imposes another constraint on manufacturers, in the form of a proviso to a proviso. The rule provides that none of the disclosure provisions discussed above “limit the warrantor's option to encourage consumers to seek redress directly from the warrantor.” But to that it adds that, while manufacturers can “encourage” consumers to seek redress directly from them, they cannot “expressly require” consumers to do so before using the informal dispute mechanism.¹² Further, while the warrantor’s obligations to *provide* information to consumers are

¹¹ Rule 703.2(c) provides:

The warrantor shall include in the written warranty or in a separate section of materials accompanying the product, the following information:

- (1) Either
 - (i) A form addressed to the Mechanism containing spaces requesting the information which the Mechanism may require for prompt resolution of warranty disputes; or
 - (ii) A telephone number of the Mechanism which consumers may use without charge;
- (2) The name and address of the Mechanism;
- (3) A brief description of Mechanism procedures;
- (4) The time limits adhered to by the Mechanism; and
- (5) The types of information which the Mechanism may require for prompt resolution of warranty disputes.

¹² Absent further guidance from the regulators, the auditor would not construe this to prevent manufacturers from telling consumers that there may be reasons, under state lemon laws, to provide the manufacturer with notice and a final opportunity to attempt repairs when the consumer’s efforts at the dealer level have failed. Florida, for example, provides for such notice after three unsuccessful repair attempts for the same nonconformity to the warranty, or after a vehicle has been out of service for 15 or more days by virtue of one or more nonconformities.

time-specific – some arise at the time of sale, others when consumers experience a warranty dispute or submit a dispute directly to the warrantor – the obligation not to “expressly require” that consumers use the manufacturer’s internal process before invoking BBB AUTO LINE is ongoing.

Turning to the next provision, Rule 703.2(e) applies when manufacturers establish, and consumers use, the sorts of internal review process noted above. The rule requires that the warrantor resolve a dispute within a reasonable time, inform the consumers of its decision, and repeat in its response the information that it had earlier provided under Rules 703.2(b) and (c).

Finally, Rules 703.2(f), (g) and (h) impose certain obligations on manufacturers in their dealings with BBB AUTO LINE. Under subsection (f), the warrantor must respond fully and promptly to reasonable requests from BBB AUTO LINE relating to disputes, tell BBB AUTO LINE whether it will abide by a BBB AUTO LINE decision that requires it to take action, and, if it agrees to do so, perform any such obligations. With regard to these obligations, although they are not required to do so by Federal law, all warrantors participating in BBB AUTO LINE agree at the outset to be bound by the results.

Under subsection (g), the warrantor must act in good faith in determining whether, and to what extent, it will abide by a Mechanism decision. Finally, under subsection (h), the warrantor must “comply with any reasonable requirements imposed by the Mechanism to fairly and expeditiously resolve warranty disputes.”

2. Manufacturers’ Submissions and Auditor’s Criteria, in Summary

The manufacturers who submitted materials for this year’s audit all provided owner’s manuals, service manuals, or both, containing descriptions of the manufacturer’s warranty and the BBB AUTO LINE program. Since the owner’s manuals or accompanying service or warranty manuals essentially *are* the written warranties, they are subject to Rules 703.2(b) and (c). And, as discussed below, they also raise questions under both the affirmative portion of Rule 703.2(d) (the duty to tell consumers about the program when they have warranty disputes) and the prohibitory portion of that subsection (the prohibition against expressly requiring that consumers use manufacturer’s internal processes before turning to BBB AUTO LINE). Additionally, some but not all of the manufacturers submitted additional materials relevant to notice under Rule 702.3(d), such as instruction manuals for their call centers or templates of letters send to consumers who invoke the manufacturers internal review processes and don’t receive the relief that they requested; the templates, in particular, are relevant to Rule 703.2(e) as well.

In the manufacturer-by-manufacturer discussion that follows in section III of this chapter, the auditor notes specific issues raised by individual manufacturer’s submissions. Here he focuses on some recurring issues.

a. Issues under Rules 703.2(b) and (c)

Most manufacturers provided to consumers all the information required by Rules 703.2(b) and (c); in terms of content, the most common deficiency is failure to describe, as required by Rule 703.2(c)(5), the types of information that the Mechanism may require for prompt resolution of disputes. However, Rule 703.2(b) information must be disclosed on “the face of the warranty,” which, for a warranty booklet or a warranty placed in an owner’s manual, is the page where the warranty begins.¹³ Some manufacturers failed to place any of the information on the page where the warranty begins, and most failed to properly place at least one piece of information at that location; a statement, required by Rule 703.2(b)(3), “of any requirement that the consumer resort to the Mechanism before exercising rights or seeking remedies created by Title I of the Act; together with the disclosure that if a consumer chooses to seek redress by pursuing rights and remedies not created by Title I of the Act, resort to the Mechanism would not be required by any provision of the Act; . . .”

This information required by subsection (b)(3) *is* important, and it could be routinely missed by consumers if it appeared on the back of a long, legalistic document with small print. But there seems less risk that it will be missed when it appears in a more user-friendly booklet with relatively large print and small pages, even if it doesn’t appear on the first page. The auditor does urge that manufacturers mention BBB AUTO LINE at the start of the warranty text and also include there the other information required by subsection (b). However, this issue has not been highlighted by previous audits and, for the present, the auditor has not treated it as a basis to preclude or even qualify findings of substantial compliance with Rule 703.2. Rather, he recommends that manufacturers adjust their materials at the earliest reasonable opportunity to better comply with subsection (b) – and he makes this recommendation with greater emphasis where any of the covered information currently appears relatively late in the warranty discussion, and with still greater emphasis if it appears outside the warranty text.

Beyond questions of placement, the auditor notes some recurring issues in these disclosures, particularly in the broader disclosures required (though not “on the face of the warranty”) by Rule 703.2(c).

Issue 1 -- Excluded claims. First, under the BBB AUTO LINE’s agreements with

¹³ Rule 703.1(h) provides

(h) *On the face of the warranty* means:

- (1) If the warranty is a single sheet with printing on both sides of the sheet, or if the warranty is comprised of more than one sheet, the page on which the warranty text begins;
- (2) If the warranty is included as part of a longer document, such as a use and care manual, the page in such document on which the warranty text begins.

All manufacturers who provided copies of their warranties used the second option, making them part of a longer document.

various manufacturers, there are some types of claims for which BBB AUTO LINE is not available; these might include, for example, a failure of an air bag to deploy. The auditor does not recommend that manufacturer's discussions of the program necessarily detail specific exclusions. However, he recommends (at the least) general language, where such exclusions exist, to alert consumers that some warranty claims are not arbitrable even if a vehicle meets time and mileage standards, and that BBB AUTO LINE can provide more details. The auditor strongly urges manufacturers to add such disclosures at the earliest reasonable opportunity if they do not already make them. Again, though, this is an issue newly raised by the 2015 audit and, for the present, the auditor does not treat it as a basis to preclude or even qualify findings of substantial compliance.

Issue 2 -- Federal-State issues. Second, the interplay of Federal provisions (summarized above) and state laws and regulations (with those from Florida and Ohio summarized below) can be confusing. This interplay is highly relevant to discussions of BBB AUTO LINE, since BBB AUTO LINE hearings can deal with both. Consider two examples. First, as noted above, Federal law prohibits manufacturers from insisting that consumer pursue the manufacturer's internal review processes *for purposes of pursuing remedies under Federal law*. But as noted below, for purposes of pursuing remedies under *state* law, some states require consumers to give written notice to manufacturers and a final opportunity for the manufacturer to correct a problem. When manufacturers tell consumers about such obligations under state law, they should make clear that those obligations extend only to state-law remedies. Similarly, where a manufacturer makes available a dispute resolution program like BBB AUTO LINE, some states require consumers to use the program before they go to court. Under Federal law, manufacturers can insist that consumers do so, but there's no requirement that consumers first use BBB AUTO LINE unless the manufacturer imposes it. Thus, when manufacturers advise consumers about state laws that require recourse to BBB AUTO LINE, they should make clear if they also insist that consumers use BBB AUTO LINE to pursue remedies under Federal law. And, when manufacturers intend that consumers in such states need *not* use BBB AUTO LINE before taking other action under state law, they should make this clear.

It can be challenging to disentangle all of this in a short notice that clearly explains BBB AUTO LINE to consumers without misleading them about details. Further, the auditor does not suggest that all manufacturers need to summarize how the program operates in each individual state (although some have chosen to do so). And, at least for those consumers who contact BBB AUTO LINE, staff there can likely clarify some unqualified statements that might be read too broadly. Still, the auditor urges manufacturers to provide accurate information; thus, if a manufacturer tells consumers that they must give the manufacturer notice and a final opportunity to repair in some states, they should not suggest that consumers must do so to pursue remedies under Federal law.

The auditor also notes some technical issues that do not affect the findings of substantial compliance for 2015 (and that he does not anticipate will affect them in future years), but which he wishes to bring to the attention of the affected manufacturers. These issues are identified in the charts that follow as TI 1, TI 2, and TI 3.

Technical Issue 1 – Roles of the CBBB and local BBB offices. Some manufacturers mischaracterize the role of local Better Business Bureau affiliates in the BBB AUTO LINE process. As explained in Chapter 2, all complaints are initially handled either through the offices of the Council of Better Business Bureaus in Arlington, Virginia or through a single local office in Clearwater, Florida. Only when a case goes to arbitration do other local offices become involved, primarily in providing a venue and helping to set up the arbitration. The local offices' role is quite important to consumers, since it means that their hearings are generally held close to where they live, but it's technically inaccurate to say that the consumer's whole case will be handled by her local BBB. Rather, it may be more accurate to say that the entirety of a case will be handled by BBB AUTO LINE, as this designation incorporates both CBBB and BBB staff.

Technical Issue 2 – Need to use BBB AUTO LINE mediation services. Some manufacturers suggest that consumers who pursue BBB AUTO LINE must use BBB AUTO LINE's mediation services, when they can in fact bypass mediation and go directly to arbitration. (To the extent consumers are confused about this point, this is an area where any confusion should be cleared up after they contact BBB AUTO LINE.) On a related matter, some manufacturers suggest that consumers can use arbitration if they don't agree with a "mediated solution." This language is imprecise; there can be no mediated solution unless the manufacturer and consumer agree to it.

Technical Issue 3 – Basis for some manufacturers' requirements that consumers use BBB AUTO LINE before pursuing remedies under the Magnuson-Moss Act. Some manufacturers state that Federal law requires consumers to use BBB AUTO LINE before they can pursue remedies under Federal law in court. This isn't quite precise; the Magnuson-Moss Act does not require that consumers use BBB AUTO LINE before going to court, although it allows manufacturers to impose such a restriction.

b. Issues under Rules 703.2(d) and (e)

As noted above, Rule 703.2(d) contains both an affirmative provision, requiring notice about BBB AUTO LINE when consumers experience warranty disputes, and a negative provision, prohibiting manufacturers from "expressly requir[ing]" consumers to use the manufacturers' internal mechanisms before they turn to BBB AUTO LINE. These aspects of Rule 703.2(d) raise several questions, one of which also implicates Rule 703.2(e).

(1) The disclosure mandate

The consumer-facing manuals discussed above are an important component for providing the notice required by Rule 703.2(d), as well as for complying with Rules 703.2(b) and (c). The Commission recognized in promulgating the rules that these use and care manuals, though distributed at the time of sale, are one way of alerting consumers to dispute resolution mechanisms if they later experience a warranty dispute. Perhaps expecting that the warranty itself would often appear in a different format than the owner's manual (rather than as part of the owner's manual or in an accompanying booklet very much like the owner's manual in appearance), the Commission observed: "While consumers might misplace a warranty or fail to consult it at the time of experiencing a product malfunction or defect, a larger number of consumers would be more likely to consult use and instruction manuals in an effort to remedy

the malfunction or determine the procedure for contacting the retailer or warrantor to remedy malfunctions or defects.”¹⁴

Thus, the auditor has treated booklets of this nature as constituting, by themselves, some level of substantial compliance with subsection (d). He has reviewed these texts both for accuracy (as discussed above) and for prominence, since the booklets are more likely to perform their functions of alerting consumers to BBB AUTO LINE’s existence when consumers experience warranty disputes if the information is prominently displayed. In this respect, warrantors must take steps “reasonably calculated” to provide the requisite alert, and several factors can increase the likelihood that a discussion in a manual will work effectively. Most significantly, the auditor has looked for the placement of discussions about BBB AUTO LINE. Are they positioned prominently in the manual? For example, is there some prominent reference at the start of the manual, either accompanied by a more extensive discussion or by a reference to a more detailed discussion that follows? Also, how prominently is the subject highlighted in the table of contents? For example, is there a prominent reference to “BBB AUTO LINE” – which may stand out both because the name is in capital letters (so long as the surrounding text isn’t also capitalized) and because consumers may recognize that “BBB” refers to the Better Business Bureau and that the BBB is an independent third party? Alternatively, is there a reference to “alternative dispute resolution” or to “consumer protection” information, or just, for example, to “consumer” information?

Returning to the bigger picture, while the 1975 Federal Register notice recognized that “use and instruction” manuals could help inform consumers about dispute resolution mechanisms at the time a consumer experiences a warranty dispute, the Commission also seemed to contemplate that manufacturers would take further steps to supplement these manuals.¹⁵

Indeed, the consumer survey (discussed in detail in Chapter 3) asked consumers how they learned of BBB AUTO LINE. Many reported that they didn’t rely on information from the dealer or manufacturer at all. In the 2015 survey (and past surveys have had comparable results¹⁶) 27.2% of the consumers who responded in the national sample said they learned about BBB AUTO LINE over the Internet. The Commission obviously didn’t anticipate the Internet in 1975, it’s hardly surprising that many Internet-savvy consumers in 2015 turned first to the Internet when trying to resolve a problem with their cars, and this hardly suggests any dereliction on the manufacturers’ part. Still, as for those who did learn of the program from manufacturers, their materials, or their dealers, 14.0% cited the warranty documents discussed previously, but 6.7% cited manufacturers’ representatives and 10.4% cited dealerships.¹⁷ In other words, dealers and manufacturers, collectively, were more frequent sources of information about BBB AUTO

¹⁴ 40 Fed. Reg. 60190 (1975).

¹⁵ *Id.* at 60197-99.

¹⁶ *E.g.*, 2014 Audit of BBB AUTO LINE including the State of Florida and the State of Ohio, at Ch. 4, page 6.

¹⁷ Chapter 3, Table IV.A.4.

LINE than were owners' manuals and similar publications – and this suggests the importance, as sources of information about BBB AUTO LINE, of post-sale communications from dealers and manufacturers.

Further, as noted previously, Rule 703.2(e) specifically provides for one form of post-sale communication. Under that rule,

Whenever a dispute is submitted directly to the warrantor, the warrantor shall, within a reasonable time, decide whether, and to what extent, it will satisfy the consumer, and inform the consumer of its decision. In its notification to the consumer of its decision, the warrantor shall include the information required in § 703.2 (b) and (c) of this section.

For the present, the auditor has treated owners' manuals, service manuals, and warranty manuals alone as a basis for finding substantial compliance with Rule 703.2(d). The auditor also recognizes that manufacturer and dealership employees are likely familiar with these manuals, so that the manuals perform some "employee education" as well as "consumer education" functions. However, even for this year, additional submissions by manufacturers, beyond the manuals, are important to show strong efforts to comply with Rule 703.2(d) – and, in the case of a dispute submitted directly to the warranty, to show basic compliance with Rule 703.2(e). For now, specific additional submissions are discussed on a manufacturer-by-manufacturer basis below, and are acknowledged by finding "commendable" or "highly commendable" efforts to notify consumers.

For the future, the auditor believes that manufacturers should do more than discuss BBB AUTO LINE in consumer-facing manuals, including, at a minimum, providing the information required by Rule 703.2(e).¹⁸

Can an obligation to take steps reasonably calculated to alert consumers to BBB AUTO LINE (beyond providing information in consumer-facing manuals) arise even before the manufacturer denies a consumer's claim? The auditor does not believe the matter to be entirely clear – his understanding is that regulators have not opined on the question – but there is a reasonable argument that it does. The language of Rule 703.2(e), imposing certain obligations "[w]henver a dispute is submitted directly to the warrantor," suggests that a "dispute" had already arisen before the matter was submitted to the warrantor (manufacturer).

In the auditor's view, it would therefore be prudent for all dealers to tell consumers, at least after multiple unsuccessful attempts to satisfy a consumer, about the existence of BBB AUTO LINE (at which time, for reasons noted above, the dealers could also tell consumers about any internal review process with the manufacturer and encourage the consumer to use those processes first, so long as they do not expressly require the consumer to first use the internal processes). And it would be prudent, as well, for manufacturers to so advise their

¹⁸ One way to accomplish this might be to briefly note the existence of BBB AUTO LINE in the letter responding to the consumer's concerns, to refer to the appropriate manual for more details, and to attach the manual's detailed discussion of the program to the letter.

dealers, in dealer-facing manuals and training courses. Given the uncertainty in this area, the auditor intends to simply alert regulators in the future to the steps that manufacturers have taken to provide notice before consumers unsuccessfully invoke manufacturer-level review procedures, while noting as commendable or highly commendable any efforts by manufacturers who have done more.

(2) Do some manufacturer’s “expressly require” consumers to use their internal review mechanisms before proceeding to BBB AUTO LINE?

Another recurrent issue affects a majority of the manufacturers who submitted consumer-facing manuals. Most seem to condition the availability of BBB AUTO LINE on prior use of the manufacturer’s internal process, providing, for example, that BBB AUTO LINE is available as a third step “if” consumers have first tried to work through the problem with the dealer, then used the manufacturers’ internal processes, and are still dissatisfied with the results.

The question is whether such language “expressly requires,” contrary to Rule 703.2(d), consumers to first use the warrantors’ own processes before they can turn to BBB AUTO LINE.¹⁹ BBB AUTO LINE has noted that it can facilitate the BBB AUTO LINE process if consumers first go through the manufacturer’s internal processes before turning to BBB AUTO LINE. Further, the precise meaning of “expressly require” is unclear. Still, texts of this sort may be (at the least) approaching the line of telling consumers that they *must* use the manufacturer’s internal processes before turning to BBB AUTO LINE. Since manufacturers were not previously alerted to this concern, the auditor believes the appropriate next step is to alert them that the prudent course is to modify clauses of this nature at the earliest reasonable time, although it has not affected the auditor’s findings of substantial compliance for the present.

B. Obligations under Florida Provisions

Preliminarily, Florida has a Lemon Law²⁰ that, until 2011, was administered by the Department of Agriculture and Consumer Services. Administration was then transferred to the Department of Legal Affairs in the Office of the Attorney General and, after the functions were transferred, the former agency repealed its regulations.²¹ Although the Department of Legal Affairs has not issued replacement regulations, BBB AUTO LINE is continuing to file (though

¹⁹ This obviously does not apply where consumers seek remedies under state lemon laws, and those laws require, for example, a minimum number of repair attempts before consumers can obtain remedies provided for by state law.

²⁰ FLA. STAT. § 681.

²¹ See https://www.flrules.org/Gateway/View_notice.asp?id=14913185 (Aug. 8, 2014) (notice of proposed rulemaking); <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=5J-11> (noting final repeal on Oct. 21, 2014).

now with the Department of Legal Affairs) the report that would have been required by those regulations. Further, BBB AUTO LINE is treating all of the applicable regulations as if they were still operative.

Also preliminarily, the following manufacturers were certified for participation in BBB AUTO LINE in Florida during 2015:

1. Bentley Motors, Inc.
2. Ford Motor Company
3. General Motors Company
4. Hyundai Motor America
5. Kia Motors America, Inc.
6. Mazda North American Operations
7. Nissan North America, Inc. (Nissan/Infiniti)
8. Volkswagen Group of America, Inc. (Volkswagen/Audi)

The Florida Lemon Law, like other state lemon laws, contains important provisions that do not appear in the federal law. Like other states, for example, Florida sets out specific criteria for the number of repairs, and the time a vehicle can be out of service, before lemon law remedies become available.²² Like many other states, Florida also requires consumers who wish to assert certain rights to give notice to the manufacturer, after these criteria are met, and give the manufacturer a final attempt at repair.²³ Additionally, Florida has a New Motor Vehicle Arbitration Board. The Board offers consumers a second arbitration process, to which (among others) consumers who are dissatisfied with the results of a BBB AUTO LINE arbitration can turn.

As to the sorts of disclosure issues on which this chapter focuses, Florida law essentially incorporates the provisions of Federal Rule 703.²⁴ However, Florida also imposes some additional requirements.

These include distribution of a booklet prepared by the Attorney General's office, with the manufacturer obtaining a signed acknowledgement of receipt from the dealers and the dealers

²² Florida Lemon Law Section 681.104(1)(a) and (b). On the Federal level, the Magnuson-Moss Warranty Act – Federal Trade Commission Improvement Act appeared to authorize the FTC to prescribe similar standards, 15 U.S.C. § 2304(b)(3), but the Commission has not done so

²³ Florida Lemon Law Section 681.104(1)(a) and (b). BBB AUTO LINE does not treat failure to give this notice as a bar to arbitration under its program.

²⁴ Florida Lemon Law Section 681.108(1), for example, refers to a manufacturer who “has established a procedure that the department has certified as substantially complying with the provisions of 16 C.F.R. part 703, in effect October 1, 1983, as amended, and with the provisions of this chapter and the rules adopted under this chapter.”

obtaining signed acknowledgment from the manufacturer.²⁵ The auditor has not reviewed whether the parties have the requisite acknowledgements, which last year's auditor noted was within the province of the state.²⁶

Additionally, the former Florida regulations (which BBB AUTO LINE and the auditor treat as operative despite the above-noted repeal) specifically require certain disclosures by certified dispute resolution mechanisms like BBB AUTO LINE at the end of their arbitrations. BBB AUTO LINE's standard language for Florida cases thus tells consumers that they can reject a BBB AUTO LINE arbitration decision and pursue further arbitration with the state's arbitration board.²⁷

Florida also provides for conspicuous notice in the warranty or owner's manual of the address and phone number of the manufacturer's zone, district, or regional office for the state, as well as a copy of materials prepared by state regulators, both of which contain some provision for monitoring by the state Attorney General's office.²⁸ The auditor has looked at manufacturers' compliance with this aspect of Florida's laws and regulations. Manufacturers now have centralized national processing centers for consumer complaints, so the manufacturer materials routinely list a national complaint processing center. Unless Florida regulators advise to the contrary, the auditor will treat such listings as fully compliant with Florida regulations.

Additionally, a former Florida rule requires that consumers be told in writing that they can proceed directly to the state's arbitration program if a certified program like BBB AUTO LINE fails to render a decision in 40 days.²⁹ This information appears in the previously noted booklet prepared by the Attorney General, though, so distribution of that book would appear to satisfy the requirement of the former rule.

Given the limited additional Florida requirements that the auditor has reviewed beyond those that parallel Federal requirements, the auditor adopts his findings of compliance with Federal law as his findings of compliance with Florida law.

C. Obligations under Ohio Provisions

The following manufacturers were certified to use BBB AUTO LINE in Ohio during 2015:

²⁵ Florida Lemon Law Section 681.103.

²⁶ 2014 Audit, Chapter 1, page 5.

²⁷ Former Rule 5J-11.006(2)(e).

²⁸ Florida Lemon Law § 681.103(2), (3).

²⁹ Former Rule 5J-11.004.

1. American Honda Motor Company, Inc. (Honda/Acura)³⁰
2. Ford Motor Company
3. General Motors Company
4. Hyundai Motor America
5. Kia Motors America, Inc.
6. Mazda North American Operations
- * 7. Nissan North America, Inc. (Nissan/Infiniti)
8. Volkswagen Group of America, Inc. (Volkswagen/Audi)

Ohio law tracks essential aspects of the applicable federal provisions, but also includes additional substantive provisions and imposes additional disclosure obligations. Some Ohio provisions parallel Federal provisions, some differ in minor respects,³¹ and some go beyond Federal requirements in more significant ways. Thus, the Ohio Revised Code requires a written disclosure of a notice to consumers, in capital letters, that state law provides replacement or compensation remedies for defective vehicles.³² Ohio also requires that some of the information covered by the Federal disclosure rule be disclosed, in Ohio, both on the face of the written warranty *and* “on a sign posted in a conspicuous place within that area of the warrantor’s agent’s place of business to which consumers are directed by the warrantor.”³³ Further, where Federal Rule 703.2(b) requires notice *if* a manufacturer insists that consumers use arbitration before they go to court to seek remedies under the Magnuson-Moss Warranty Act, the Ohio analog affirmatively requires that consumers use arbitration before they sue under the Ohio lemon law – although the disclosure component of this provision appears to require this disclosure either on a sign *or* in a separate written form.³⁴

As noted above, the FTC’s regulations provide that a warrantor that offers a program for consumers to seek relief directly from the warrantor (manufacturer) cannot expressly require consumers to use that mechanism. Ohio goes further. Its regulation requires (in a provision that the FTC expressly declined to adopt³⁵) that the warrantor clearly and conspicuously disclose to the consumer “that the process of seeking redress directly from the warrantor is optional and may

³⁰ Honda does not participate in BBB AUTO LINE for cars manufactured after 2012 and was not included in this audit.

³¹ Thus, where FTC Rule 703.2 requires warrantors to disclose “[t]he name and address of the Mechanism, *or* the name and a telephone number of the Mechanism which consumers may use without charge” (emphasis added), Ohio regulations require both and address and a telephone number. Ohio Administrative Code 109:4-4-03(C)(2).

³² Ohio Revised Code 1345.74(A).

³³ Ohio Administrative Code 109:4-4-03(C).

³⁴ Ohio Administrative Code 109:4-4-03(C)(3).

³⁵ 40 Fed. Reg. at 60199 (1975).

be terminated at any time by either the consumer or warrantor;”³⁶ Ohio also requires that decisions of a “board” like BBB AUTO LINE must bind the warrantor (and manufacturers participating in BBB AUTO LINE agree to this condition even where it’s not required by state law), and that consumers be told this is the case and be told that a “decision will be rendered within forty days from the date that the board first receives notification of the dispute.”³⁷

The auditor has reviewed manufacturers’ submissions for Ohio-specific disclosures. Many manufacturers’ submissions were wanting in respect to these disclosures. On the other hand, the auditor’s predecessor found that manufacturers were in compliance for purposes of the Ohio audit solely on the basis that a particular manufacturer was in compliance with Federal Rule 703.2(d); moreover, earlier audits listed all of the submissions from each manufacturer, and many did not include materials, like sample signs, without which it isn’t possible to comply with some of Ohio’s requirements. At least for purposes of the 2015 audit, therefore, the auditor finds substantial compliance with Ohio regulations based solely on substantial compliance with the Federal provisions discussed previously (a somewhat broader test than the auditor’s predecessor applied). Nevertheless, to properly credit manufacturers who did comply more completely with Ohio laws and regulations, the auditor has noted where 2015 submissions showed such compliance. As to requirements for conspicuously posted signs, however, the auditor notes that he dealt only with manufacturers’ submissions. Thus, he could at most address manufacturers’ efforts to distribute signage to dealers, but not whether dealers have actually displayed the signs.

The auditor notes that, full compliance with the Ohio law and regulations that go beyond Federal requirements would require that some information be disclosed on a sign and on a separate sheet of paper. Indeed, it appears that *all* the additional requirements could be satisfied by information on such a sign and separate sheet of paper.

In any event, where the auditor finds a manufacturer in substantial compliance with Federal law for 2015, the auditor also finds, at least for 2015, that the manufacturer substantially complies with Ohio law as well. While this seems reasonable given that past audits have not focused on Ohio-specific requirements, however, the auditor strongly recommends that manufacturers who have not yet provided evidence of such compliance provide the signage and separate sheets of paper to dealers (and through them consumers) as soon as possible, and provide documents for next year’s audit showing that they have done so.

II. Audit Processes

In previous years, the BBB has requested manufacturers to update their previously submitted materials. The current auditor, reviewing the program for the first time, lacking the cumulative files of his predecessor, and seeking to confirm that the materials on which he relied were current, asked the BBB to request that manufacturers submit anew *all* their currently operative materials about how they notify consumers about the program when a dispute arises.

³⁶ Ohio Administrative Code 109:4-4-03(E)(1).

³⁷ Ohio Administrative Code 109:4-4-03(E)(2).

The auditor has, therefore, relied solely on materials submitted this year. The auditor also posed specific follow-up requests to individual manufacturers where, for example, their current submissions differed substantially from those on which they had previously relied.

As was the case last year, the audit was limited to manufacturers who participate in all states, and not to those who participate on a state-by-state basis.³⁸ In future years, the auditor believes it would be appropriate to include others; for next year, he believes it would be appropriate to include manufacturers who participate in eight or more states, or who participate in either Florida or Ohio.

For reasons discussed above, the auditor has examined both (1) owner's manuals, service manuals, and other consumer-facing documents, and (2) internal manufacturer documents (including templates of letters sent to consumers). So long as a manufacturer has submitted adequate warranty documents, owner's manuals, or other consumer-facing documents distributed at the time of sale, the auditor has found satisfactory efforts to substantially comply with the applicable regulations. When a manufacturer has supplemented the consumer-facing documents distributed at the time of sale with other documents showing efforts to further apprise consumers of the program when the consumer experiences a warranty dispute, the auditor has rated the manufacturer's efforts (absent other problems) to a higher level.

³⁸ One company that participates on a state-by-state basis was sent a request letter for this year, and provided a very limited response. Rather than treat that firm differently than other state-by-state participants for the 2015 audit, the auditor determined to defer the audit of the company until other firms in its position are audited next year.

III. Audit results

A. Bentley Motors, Inc. (NATIONAL and certified in FLORIDA)

1. Materials Distributed to Consumers at the Time of Sale

Bentley submitted a 2015 owner’s manual, referencing that warranty materials appear in a separate booklet, a 2014 service handbook for one model, and three 2015 service handbooks for three different car models. The analysis that follows focuses on the service manuals.

Federal disclosure provisions	
(1) Rule 703.2 (b)	Bentley complies with the rule. (Bentley does not appear to impose any requirements of its own that consumers resort to BBB AUTO LINE before asserting rights under the Magnuson-Moss Act, so it need not make a disclosure about such requirements.)
(2) Rule 703.2(c)	Bentley addresses the required subjects, although there is a technical problem. (TI 1, page13). Bentley could also clarify that state law requirements that consumers use arbitration before going to court apply only when consumers seek remedies under the state laws themselves.
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents.	Bentley mentions BBB AUTO LINE prominently in three separate passages at the start of its service manual. (Splitting it into three discussions instead of two, however, may actually make it a bit harder to follow.) Also, the term “Consumer Protection Information” appears in a short table of contents, although neither “Alternative Dispute Resolution” nor “BBB AUTO LINE” appears there.
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	To Bentley’s credit, it makes explicit that, while it offers internal review processes, consumers need <i>not</i> pursue them before taking a complaint to BBB AUTO LINE.
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida?	Provides a reference to a national complaint center.

A note on Ohio: Bentley is not certified in Ohio and therefore falls outside most Ohio-specific requirements. However, it appears to be subject to the requirement that it alert Ohio consumers that they may have lemon law rights on a separate sheet of paper. Bentley did not provide such papers.

2. Additional Materials

- (1) Cover letter of May 13, 2016, from Bentley's Customer Service Manager
- (2) Aftersales Policies and Procedures Manual (effective 2013)
- (3) Acknowledgments of Consumer Complaint (Templates, with variations for letters from consumers and letters from counsel representing consumers)
- (4) Lemon-Aid for Consumers, California Dep't of Consumer Affairs (revised 2016)
- (5) Consumer Guide to the Florida Lemon Law, Office of Attorney General Pam Bondi (2013)

Bentley advises consumers about BBB AUTO LINE in letters acknowledging receipt of consumer complaints at the manufacturer level, without waiting until it decides whether to grant the requested relief. While the letter doesn't contain all of the information required by Rule 703.2(e) (which incorporates by reference all the requirements of Rule 703.2(b) and (c)), it provides key information about the availability of BBB AUTO LINE and how to contact BBB AUTO LINE – and it does so at an earlier point in time than Rule 703.2(e) requires.

The customer service manager's letter (item (1)) also notes that employees in Bentley's intake call center are aware of and can advise consumers of the availability of BBB AUTO LINE.

Bentley did not provide specific materials providing guidance to its dealers about giving notice to consumers about BBB AUTO LINE, although it did note that it expects its dealers to comply with relevant requirements about such notice.

3. Conclusion

Bentley is in SUBSTANTIAL COMPLIANCE with the applicable provisions, and has made COMMENDABLE efforts to provide consumers with additional notice when they seek internal review with the manufacturer. There is, however, room for improvement as indicated in the preceding chart and the earlier discussion in this chapter.

B. Ford Motor Co. (NATIONAL and certified in FLORIDA and OHIO)

1. Materials Distributed to Consumers at the Time of Sale

Ford submitted, for Ford and Lincoln Mercury, several warranty and owner’s manuals, an Ohio Lemon Law notice, and a short document, titled “Ford: Our Commitment to You,” describing the BBB AUTO LINE program. The page numbers used below comes from the 2015 Ford warranty manual. Similar text, similarly placed, is used in other manuals provided by Ford, including the 2015 Lincoln-Mercury Manual and the 2016 Ford manual.

Federal Disclosure Provisions	
(1) Rule 703.2(b)	BBB AUTO LINE’s name and phone number appear prominently at page 2 of the booklet, along with a reference to a more extended discussion starting on page 33. Somewhat confusingly, information about requirements that consumers use BBB AUTO LINE before seeking other remedies appears at page 7 of the booklet, in neither the introductory discussion nor the cross-referenced discussion. Such placement makes this information covered by Rule 703.2(b) hard to find.
(2) Rule 703.2(c)	Ford addresses the subjects required by the rule, although there is a technical problem in the description of the BBB AUTO LINE process (TI 2, page 13).
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents.	Ford’s manual prominently discloses the existence of BBB AUTO LINE, starting with a reference on page 2. Further, the term “BETTER BUSINESS BUREAU (BBB) AUTO LINE PROGRAM” appears on the second page of the table of contents. Ford also provides basic information about the program in a short document entitled “Our Commitment to You.”
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	The Ford warranty document, and the “Our Commitment to You” document, both indicate, in potentially problematic language, that BBB AUTO LINE may be available “if” previously described internal procedures have not resolved the issue.
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida?	Provides information about a national complaint processing center.

Additional Ohio Disclosure Provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs	Ford provided a separate sheet containing information required by Ohio law, although it did not provide signs for distribution to dealerships.

2. Internal Submissions

None provided, including no documents bearing on notice under Rule 703.2(e).

3. Conclusion

Ford Motor Co. is in SUBSTANTIAL COMPLIANCE with the applicable provisions. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

C. General Motors Co. (NATIONAL and certified in FLORIDA and OHIO)

General Motors provided multiple owner’s manuals and warranty manuals, covering various 2015 and 2016 vehicles. The discussion that follows focuses on the 2016 Chevy Limited Warranty and Owner Assistance Manual

1. Materials Distributed to Consumers at the Time of Sale

Federal disclosure provisions	
(1) Rule 703.2(b)	GM provides the required information in both the owner’s manual and the warranty document, but not with the required placement. Indeed, the initial discussion of arbitration in the warranty document, while prominently placed on page 1, doesn’t even name BBB AUTO LINE – although it does cross-reference a later discussion that includes the required information.
(2) Rule 703.2(c)	GM addresses the subjects required by the rule, except for the types of information that consumers will need to provide to BBB AUTO LINE. Although consumers will soon learn this when they contact the BBB AUTO LINE, this is, at the least, a technical problem. Also, the discussion of a dispute resolution program on the first page describes the process as “nonbinding”; the auditor recommends that it be clarified that the process doesn’t bind the <i>consumer</i> , but that the manufacturer is bound if the consumer accepts an arbitrator’s decision.
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	The discussion of BBB AUTO LINE is reasonably prominent. The brief reference to an alternative dispute resolution program on page 1 of the warranty booklet, although it doesn’t mention BBB AUTO LINE by name, is highlighted in the table of contents by a two-line description, as one of the first items in the table of contents, that says “GM Participation in an Alternative Dispute Resolution Program.”
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	The GM document indicates, in potentially problematic language, that BBB AUTO LINE may be available “if” previously described internal procedures have not resolved the issue.

Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida	Provides information about a national complaint processing center.
Additional Ohio disclosure provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs	General Motors has provided appropriate signs and separate sheets of paper, with accompanying instructions to dealers.

2. Internal Documents

- (1) Ohio Lemon Law Point of Sale Instructions
- (2) Customer Experience Manager Reference Guide
- (3) Several training and policy Manuals

General Motors has provided several internal manuals that it identified as having been used during 2015. Based on these manuals and GM's response to questions posed by the auditor, it does not appear that GM raises the subject of BBB AUTO LINE (except through the point-of-sale manuals discussed above) unless the consumer raise the subject first. GM does not appear to give notice consistent with Rule 703.2(e).

3. Conclusion

General Motors Co. is in SUBSTANTIAL COMPLIANCE with the applicable provisions. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

D. Hyundai Motor America (NATIONAL and certified in FLORIDA and OHIO)

1. Materials Distributed to Consumers at the Time of Sale

Hyundai provided five versions of its 2015 warranty handbook.

Federal disclosure provisions	
(1) Rule 703.2(b)	Hyundai makes the required disclosures. The information appears in a section of the warranty booklet (prominently labelled “Consumer Information”) just before the warranty discussion.
(2) Rule 703.2(c)	Hyundai addresses the subjects required by the rule except for the types of information that consumers will need to provide to BBB AUTO LINE. Although consumers will soon learn this when they contact the BBB AUTO LINE, this is, at the least, a technical problem. Also, the manual notes that time and mileage may limit access to BBB AUTO LINE, but does not suggest that there are other limits.
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	The discussion of “Consumer Information” includes a boldfaced section on “Alternative Dispute Resolution.” The term “Consumer Information” appears in the table of contents, although not “Alternative Dispute Resolution” or “BBB AUTO LINE.”
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE	Hyundai encourages consumers to seek internal review of their complaints from the company, but appears to stop a bit further from “expressly requiring” that consumers do so than does the “if” clause that many manufacturers use.
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida?	Provides information about a national complaint processing center.
Additional Ohio disclosure provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs.	None provided.

2. Internal Documents

None provided, including no documents bearing on notice under Rule 703.2(e).

3. Conclusion

Hyundai is in SUBSTANTIAL COMPLIANCE with the applicable provisions. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

E. Jaguar Land Rover North America, LLC (NATIONAL)

1. Materials Distributed to the Consumer at the Time of Sale

Jaguar provided three “Passport to Service” booklets and three “Dispute Resolution Supplements.” Some were for Jaguar, some for Land Rover, some for 2014, and some for 2015.

Federal disclosure provisions	
(1) Rule 703.2(b)	Jaguar provides only limited information about dispute resolution in its warranty booklet, but it provides substantial information, including detailed state-by-state information, in a dispute resolution supplement to which the warranty booklet refers. The quality of the supplement appears high, but Rule 703.2(b) would seem to require some more detail in the warranty booklet itself.
(2) Rule 703.2(c)	Jaguar addresses the subjects required by Rule 703.2(c), and includes a particularly extensive discussion of BBB AUTO LINE in its dispute resolution supplement. Among other things, the discussion makes explicit that mediation is optional within the BBB AUTO LINE process. There is also a technical problem (TI 3, page 13).
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	Good placement of discussion, in a separate “Dispute Resolution Supplement” that is referenced in other manuals. Within the Dispute Resolution Supplement, moreover, BBB AUTO LINE is prominently listed near the top of the table of contents.
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	Potentially problematic language in the Dispute Resolution Supplement refers to the availability of BBB AUTO LINE “in the unlikely event” that previously described procedures to address the matter at the dealer or manufacturer level have not satisfactorily resolved a consumer’s concern.
A note on Florida: Jaguar is not certified in Florida. Although it offers consumers the opportunity to participate in BBB AUTO LINE (Dispute Resolution Supplement, at 14), it does not require that they do so before they proceed to the state’s arbitration program. (Consumers would have to do so if Jaguar was certified in Florida.)	

A note on Ohio: Jaguar is not certified in Ohio and therefore falls outside most Ohio-specific requirements. However, it appears to be subject to the requirement that it alert Ohio consumers that they may have lemon law rights on a separate sheet of paper. Although Jaguar provides the required disclosure in its Dispute Resolution Supplement, the information does not appear on a separate sheet of paper.

2. Internal documents

- (1) “BBB” Escalation Procedures,” memo to Customer Relations Center Team
- (2) Sample letter advising consumers about BBB AUTO LINE when a request filed with the manufacturer is denied
- (3) Two emails, from 2012 (for California) and 2014 (nationally) discussing BBB AUTO LINE. A follow-up email for California was sent in 2016.

Jaguar has a clearly articulated policy to tell consumers about BBB AUTO LINE after consumers unsuccessfully pursue a complaint at the manufacturer level. Jaguar has also specifically advised some its dealers to alert consumers to BBB AUTO LINE in response to certain sorts of complaints.

3. Conclusion

Jaguar is in SUBSTANTIAL COMPLIANCE with the applicable provisions. It has also made COMMENDABLE efforts to provide consumers with additional notice when problems later emerge. There is, however, room for improvement as indicated in the preceding chart and the earlier discussion in this chapter.

F. Kia Motors America, Inc. (NATIONAL and certified in FLORIDA and OHIO)

1. Materials Distributed to Consumers at the Time of Sale

Kia provided 2015 and 2016 Warranty and Consumer Information Manuals. Specific references below are to the 2015 manual.

Federal disclosure provisions	
(1) Rule 703.2(b)	Kia makes the required disclosures, but not with the required placement. The warranty begins on page 3 and BBB AUTO LINE is not mentioned until page 39, in a section entitled “assistance.”
(2) Rule 703.2(c)	Kia addresses the subjects required by the rule except for the types of information that consumers will need to provide to BBB AUTO LINE. Although consumers will soon learn this when they contact the BBB AUTO LINE, this is, at the least, a technical problem. There are also other technical problems (TI 2 and TI 3, page 13).
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	Kia’s Warranty booklet does use “Consumer Information” in its title. However, as noted above, BBB AUTO LINE is not mentioned until relatively late in the booklet. Moreover, there is no reference to BBB AUTO LINE, or even Alternative Dispute Resolution, in the table of contents.
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	Kia indicates, in potentially problematic language, that BBB AUTO LINE may be available in the event that previously described internal procedures have not resolved the issue.
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida	Provides information about a national complaint processing center. Kia also includes a Florida-specific page in its Warranty and Consumer Information Manual.

Additional Ohio disclosure provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs	Kia provides the required information in an Ohio-specific page in its Warranty and Consumer Information Manual. However, it hasn't provided the auditor with information on a separate sheet of paper to be provided to consumers or on signage.

2. Internal Documents

(1) Portions of the Service Policies and Procedure Manual

The manual indicates that consumer should be referred to BBB AUTO LINE in at least some instances.

3. Conclusion

Kia is in SUBSTANTIAL COMPLIANCE with the applicable. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

G. Automobili Lamborghini (NATIONAL)

1. Materials Distributed to Consumers at the Time of Sale

Lamborghini provided an undated warranty manual.

Federal disclosure provisions	
(1) Rule 703.2(b)	Lamborghini makes the required disclosures in its warranty booklet and, although they do not appear on page 3, where the warranty text begins, they appear soon after; all the information required by Rule 703.2(b) appears on pages 6-7, which face each other and are visible simultaneously. While technically not in compliance with the placement provisions of Rule 703.2(b), Lamborghini's disclosure, as explained below, is quite prominent.
(2) Rule 703.2(c)	Lamborghini addresses the subjects required by the rule except for the types of information that consumers will need to provide to BBB AUTO LINE. Although consumers will soon learn this when they contact the BBB AUTO LINE, this is, at the least, a technical problem. Lamborghini indicates that access to BBB AUTO LINE may be limited by the vehicle's age and mileage, but does not note that there may be other bases to exclude claims.
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	As noted above, information about BBB AUTO LINE appears early in the warranty booklet. It is also highlighted, in the text and the table of contents, where “CONSUMER PROTECTION INFORMAION” appears as a boldfaced heading and “BBB AUTO LINE DISPUTE RESOLUTION PROGRAM” as a subheading. (The text is in caps, though the surrounding text is also in caps).
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer's review processes before filing with BBB AUTO LINE?	Lamborghini indicates, in potentially problematic language, that BBB AUTO LINE may be available “if” previously described internal procedures have not resolved the issue.
A note on Florida: Since Lamborghini is not certified in Florida, consumers need not resort to BBB AUTO LINE before they can pursue other processes under state law. Consumers might be confused on this point if they knew about Florida's law but didn't know Lamborghini's status in Florida.	

A note on Ohio: Lamborghini is not certified in Ohio and therefore falls outside most of most Ohio-specific requirements. However, it appears to be subject to the requirement that it alert Ohio consumers that they may have lemon law rights on a separate sheet of paper. Lamborghini did not provide such papers.

2. Internal Documents

None provided, including no documents bearing on notice under Rule 703.2(e).

3. Conclusion

Lamborghini is in SUBSTANTIAL COMPLIANCE with the applicable provisions. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

H. Mazda North America Operations (NATIONAL and certified in FLORIDA and OHIO)

1. Materials Distributed to Consumers at the Time of Sale

Mazda provided a 2015 warranty booklet, and a one-page set of Frequently Asked Questions focused on California. The chart that follows focuses on the warranty booklet.

Federal disclosure provisions	
(1) Rule 703.2(b)	Mazda provides the required information, but not with the required placement.
(2) Rule 703.2(c)	Mazda addresses the subjects required by the rule except for the types of information that consumers will need to provide to BBB AUTO LINE. Although consumers will soon learn this when they contact the BBB AUTO LINE, this is, at the least, a technical problem. Mazda does not note that there may be limits (based on age, mileage, or other factors) that bear on eligibility. There is also another technical problem (TI 2, page 13).
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	The discussion of BBB AUTO LINE in Mazda’s warranty booklet is not prominent. It doesn’t start until page 9, and it isn’t mentioned in the table of contents.
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	In potentially problematic language, Mazda describes the BBB AUTO LINE program as a “final step” available when mutual agreement is not possible. (The language is a bit more ambiguous in the discussion of claims for vehicles in California.)
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida	Provides information about a national complaint processing center.
Additional Ohio disclosure provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs	None provided.

2. Internal Documents

(1) Training Module

The internal materials do not indicate a policy of telling consumers about BBB AUTO LINE, and do not appear to address notice under Rule 702.3(e).

3. Conclusion

Mazda is in SUBSTANTIAL COMPLIANCE with the applicable. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

I. Nissan North America (Nissan/Infiniti) (NATIONAL and certified in FLORIDA and OHIO)

1. Materials Distributed to Consumers at the Time of Sale

Nissan and Infiniti submitted multiple variants of warranty manuals and warranty manual supplements for differing models of cars. The manuals and supplements for the same car both have full discussions of the program and, somewhat confusingly, there are sometimes variations between the two documents provided with the same car. If Nissan and Infiniti are to include parallel discussions in two different manuals provided to the same consumers – and it may well be useful for them to do so – it might be preferable if they paralleled each other more precisely.

Federal disclosure provisions	
(1) Rule 703.2(b)	Nissan and Infiniti make the required disclosures in a booklet titled “Consumer Care & Lemon Law Information.” BBB’s name and contact information appear, in both booklets, on the third page after the table of contents. In both booklets, detailed information appears in a prominent box, on the following page, describing when consumers must use BBB AUTO LINE before pursuing other remedies. While technically not in compliance with the placement provision of Rule 703.2(b), these booklets do include the required information quite early.
(2) Rule 703.2(c)	<p>Nissan and Infiniti address the subjects required by the rule, except for the types of information that consumers will need to provide to BBB AUTO LINE. Although consumers will soon learn this when they contact the BBB AUTO LINE, this is, at the least, a technical problem. Also, the manuals notes that time and mileage may limit access to BBB AUTO LINE, but do not suggest that there are other limits. There is also another technical problem (TI 1, page 13).</p> <p>Nissan indicates that BBB AUTO LINE is not available in all states, apparently intending to limit its availability in states where Nissan isn’t certified to use BBB AUTO LINE. It is not clear to the auditor if this is consistent with the information on the BBB AUTO LINE web site, which lists BBB AUTO LINE as a national participant.</p>
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	<p>The discussion is prominently placed in both booklets, including a booklet that mentions lemon laws in its title.</p> <p>Neither BBB AUTO LINE nor alternative dispute resolution is mentioned in the table of contents.</p>

(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	Nissan and Infiniti indicate, in potentially problematic language, that BBB AUTO LINE may be available as the third step of a process “in the event that” previously described internal procedures (the first two steps) have not resolved the issue.
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida	Provides information about a national complaint processing center.
Additional Ohio disclosure provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs	Nissan advises that they provide the required letters and signage.

2. Internal Documents

Nissan has provided two documents that mentioned BBB AUTO LINE; Nissan and Infiniti templates for letters *to consumers when a complaint to the manufacturer is denied. Both documents tell the consumer about BBB AUTO LINE, and, either directly or through a reference to the owner’s manual, provides the information required by Rule 703.2(e).

3. Conclusion

Nissan and Infiniti are in SUBSTANTIAL COMPLIANCE with the applicable provisions. They have also made COMMENDABLE efforts to provide consumers with additional notice when problems later emerge. There is, however, room for improvement as indicated in the preceding chart and the earlier discussion in this chapter.

J. Volkswagen Group of America, Inc. (with Audi) (NATIONAL and certified in FLORIDA and OHIO)

1. Materials Distributed to Consumers at the Time of Sale

Volkswagen submitted three USA Warranty and Maintenance documents covering various Volkswagen and Audi cars.

Federal disclosure provisions	
(1) Rule 703.2(b)	Volkswagen and Audi provide the required information, but do not meet the placement requirements under the Rule. The warranty discussion begins on page 7 of a typical manual and BBB AUTO LINE isn't mentioned until page 16.
(2) Rule 703.2(c)	Volkswagen and Audi address the subjects required by the rule. However, the booklets mention that claims are subject to age and mileage restrictions, but not that other restrictions may apply.
(3) Rule 703.2(d) – Prominence of disclosures to alert consumers to the existence of BBB AUTO LINE, including placement of the text and references in the table of contents	As noted above, BBB AUTO LINE is first mentioned well into the warranty discussion, which (in addition to raising questions under subsection (b)) raises questions about prominence under subsection (d). A reference to “Consumer Protection Information” in the table of contents does draw some more attention to the discussion, but neither “BBB AUTO LINE” nor “alternative dispute resolution” is mentioned there.
(4) Rule 703.2(d) – Expressly requires that consumers use manufacturer’s review processes before filing with BBB AUTO LINE?	Volkswagen and Audi indicate that BBB AUTO LINE may be available as the third step of a process “if” a dealer or “customer advocate” have failed to resolve the problem. This language is potentially problematic, although perhaps less so because it is not presented in the context of a three-step process; also, the reference to a dealer is connected to the reference to a customer advocate by an “or,” suggesting that the BBB AUTO LINE process is available without going beyond the dealer level.
Additional Florida Disclosure Provision	
(F1) Conspicuous disclosure of the address and phone number for the zone, district, or regional office for Florida	Provides information about a national complaint processing center.
Additional Ohio disclosure provisions	
(O1) Additional notices provided in warranty documents, separate sheets of papers, or signs	Volkswagen and Audi have provided separate sheets of paper and signs.

2. Internal Documents

(1) Letters to dealers in Ohio, Florida, and various other states enclosing a quarterly supply of materials, such as separate sheets of paper and signage required by Ohio.

(2) Template of BBB information letter sent to consumers whose requests to the manufacturer are denied.

(3) Training module

The manufacturer has provided impressive materials showing a high sensitivity to compliance with various Federal and state requirements, including requirements for distribution of specific materials under Ohio, Florida, and other state lemon laws, as well as compliance with requirements under Rule 703.2(e).

3. Conclusion

Volkswagen is in **SUBSTANTIAL COMPLIANCE** with the applicable. It has also made **HIGHLY COMMENDABLE** efforts to provide consumers with additional notice when problems later emerge. There is, however, room for important improvements as indicated in the preceding chart and the earlier discussion in this chapter.

CHAPTER 2
BBB AUTO LINE'S
ORGANIZATION, OPERATIONS,
AND CASE FILES

The previous chapter focused on provisions applicable to manufacturers who participate in BBB AUTO LINE. In this chapter and the next, the focus shifts to the obligations of BBB AUTO LINE and its sponsor, the CBBB. The applicable Federal regulations, which create a framework on which state regulations build,³⁹ essentially require the processes to be fair, thorough, and efficient. Furthering these ends, the rules also require certain recordkeeping and an audit that includes consumer input. This Chapter focuses primarily on Rules 703.3 (“Mechanism Organization”), 703.4 (“Qualifications of members,” *i.e.*, arbitrators), 703.5 (“Operation of the Mechanism”), aspects of Rule 703.6 (“Recordkeeping”), and Rule 703.8 (“Openness of Records and Proceedings”). As noted previously, while the auditor finds BBB AUTO LINE in substantial compliance with the applicable provisions, he also recommends several changes. These include two important changes that he recommends be implemented expeditiously, including changes involving BBB AUTO LINE’s data handling and changes involving the data entry portal from which consumers file their complaints. He also recommends a specific change in compiling compliance statistics. BBB AUTO LINE has already been made aware of these recommendations.

As noted above, this chapter addresses (among other rules) certain aspects of Rule 703.6, which governs recordkeeping. As to that provision, the focus in this chapter is on the requirements, in subsection (a), governing records in individual cases. Although this chapter makes occasional reference to the aggregate records covered by other subsections, the primary discussion of that provision appears in Chapter 3. For purposes of that chapter, the auditor’s primary discussion appears with the Federal figures, in connection, for example, with a table number IV.A.1. For ease of reference, the table numbering for state charts parallels the numbering in the Federal charts, so the Florida analog to Table IV.A.1 is Table V.A.1, and the Ohio analog is Table VI.A.1.

The auditor’s understanding of BBB AUTO LINE’s *policies* draws on the published rules, which are made available on the web,⁴⁰ sent to consumers after their initial contact, and the same in all states except California. (California has its own rules. A general reference to a “Rule” should be understood as a reference to the rules for states other than California). He also reviewed its arbitrator training manual and talked with staff. His review of how these policies are *implemented* turns in part on further discussions with staff, in part on the statistics detailed at greater length in Chapter 3, and in part on the case files he examined. As noted previously, the

³⁹ Indeed, when the FTC conducted a regulatory review of Rule 703, the International Association of Lemon Law Administrators urged the Commission, in considering revisions, to consider the extent to which a repeal or change to the rules would affect state certification programs for informal dispute resolution mechanisms. Letter from Carol O. Roberts, October 24, 2011, *available at* https://www.ftc.gov/sites/default/files/documents/public_comments/16-cfr-parts-239-700-701-702-and-703-request-comments-concerning-interpretations-magnuson-moss/00012-80822.pdf.

⁴⁰ <https://www.bbb.org/autoline/bbb-auto-line-process/how-bbb-auto-line-works/>;
<https://www.bbb.org/autoline/bbb-auto-line-process/how-bbb-auto-line-works-california/>

auditor examined fifty case files for each population (some files overlapping two populations); he identified the files to be examined alphabetically, and began, for each population, with the first file under “L.” Of course, there are aspects of the process that aren’t fully susceptible to a meaningful audit. For example, while the auditor can look for obvious gaps in the documentary record or in a case handler’s notes, there’s no practical way to tell if every communication with a party is recorded in the documentary records or case notes.

I. Fairness

Among the specific provisions directed towards fairness, Rule 703.3(b) requires that the CBBB shield BBB AUTO LINE from improper influence. Funding must be committed in advance, personnel decisions must be based on merit, and conflicting warrantor or staff duties can’t be imposed on BBB AUTO LINE staff.

While Rule 703.3 focuses primarily on staff operations, Rule 703.4 focuses on “members” – defined by Rule 703.1(f) as the actual decision-makers (the arbitrators). For example, Rule 703.4 provides (with a limited exception for a minority of the members of a multi-member panel) that arbitrators can’t have “direct involvement in the manufacture, distribution, sale, or service of any product.” With regard to another aspect of fairness, moreover, Rule 702.5(f)(3) essentially bans *ex parte* communications by the parties; each party has a right to notice and an opportunity to be present when the other party makes an oral presentation to the arbitrators.

Within the confines that an audit permits (the auditor obviously didn’t examine CBBB’s promotion practices, for example), the auditor has seen no problems in CBBB’s compliance with either the general fairness mandate or specific provisions set out in the rules. To the contrary, the introductory text and Rules 4 and 5 of “How BBB AUTO LINE Works” (including a variant brochure with variant rules for California) reflect most of the FTC requirements described above, again with the caveat that they don’t reflect provisions, like those governing personnel decision, that wouldn’t be expected in a consumer-facing discussion of the mechanism’s processes.

This is also consistent with the CBBB’s broader role. The CBBB is a not-for-profit organization, and characterizes its mission and vision, in part, thus:

Our Vision:

An ethical marketplace where buyers and sellers trust each other.

Our Mission:

BBB’s mission is to be the leader in advancing marketplace trust. We do this by:

- Setting standards for marketplace trust
- Encouraging and supporting best practices by engaging with and educating consumers and businesses

- Celebrating marketplace role models . . . ⁴¹

Additionally, a training manual that BBB AUTO LINE has developed for arbitrators highlights the mechanism's concern with preserving impartiality and fairness (as well as the appearance of both). For example, arbitrators are told to avoid being in a room with a party. And specific instructions explain how to handle such issues in the context of a test drive. (A test drive, as discussed below, is often part of an inspection, and an inspection in turn is often part of a hearing, even when a hearing is otherwise held on papers). If a car has only two seats and both parties are present, arbitrators are told, the parties should drive the vehicle together and the arbitrator should either go alone or with a BBB staff person if available.

Further, in an aspect of BBB AUTO LINE arbitrations that goes beyond any regulatory requirements, arbitrations are held at local BBB offices, neutral sites that are independent of the manufacturer and its dealership. While the auditor does not suggest that neutral venues are essential to ensuring fairness, their use can certainly contribute to the consumer's perception that the hearing process is free from improper influence.

Nothing that the auditor observed suggests any problems relating fairness generally or the specific provisions noted above. And, while it would go beyond the auditor's mandate to examine whether arbitrators made the right decisions in individual cases, the analysis of the overall results of BBB AUTO LINE's processes, as summarized in the introduction, points to an eminently fair process.

II. Operations

Rule 703.3(a) provides that consumers can't be charged to use the process. They aren't.

Rule 703.5(a) requires the agency to establish written procedures and make them available to any person on request. BBB AUTO LINE has developed such procedures and incorporated them into the previously noted "How BBB AUTO LINE Works" brochures. Among other modes of distribution, these brochures are generally available on the web, and BBB AUTO LINE routinely provides them to every consumer who files a complaint.

A. Starting the Complaint Process

Consumers can initiate a BBB AUTO LINE case by telephone, a written complaint, or an online complaint.

Rule 703.5(b) requires BBB AUTO LINE to notify the consumer and manufacturer when it gets notice of a dispute. In most states, this isn't triggered until the consumer makes the initial contact and receives and returns a consumer complaint form. In Florida and California, though, it occurs as soon as the consumer makes the initial contact. BBB AUTO LINE timelines reflect the processes appropriate for a particular state, so manufacturers get notice earlier in Florida and California than elsewhere.

⁴¹ <http://www.bbb.org/council/about/vision-mission-and-values/>

The web portal and complaints connected to multiple jurisdictions. The auditor did detect a problem on the web page from which consumers can initiate complaints. The problem involves complaints about manufacturers who limit their participation in BBB AUTO LINE to certain states. (Three firms participate in 8 to 11 states; six participate in 1 to 4 states.) For these manufacturers, the auditor found, the web page initially turned away consumers who identified their “location” as a state where the manufacturer didn’t participate. However, assuming a consumer entered the state where she lived, this could have turned away some consumers with eligible complaints. Lemon law rights sometimes turn on factors other than “location” (which is most likely, though not certain, to be the state where the consumer lives and the car is licensed or registered). Indeed, the most frequent qualifying factor for state lemon law coverage appears to be the state of purchase, with other considerations (such as registration or initial registration) as alternative (or additional) factors.⁴²

The percentage of potential complainants who may have had meritorious complaints but been turned away is likely well under 1%⁴³, and the absolute number was perhaps in the lower double digits; further, even if they had submitted complaints, some of the affected consumers might have found it impracticable to pursue an out-of-state complaint. Still, at least some consumers with potentially meritorious claims may have been told not to file. Further, while the web portal has since been modified to focus exclusively on the state of purchase, that modification will reduce the number of affected consumers but creates problems of its own – since the state of purchase is the most common, but not the exclusive, basis for lemon law rights.

The auditor understands that BBB AUTO LINE is continuing to address this issue, and he urges them to resolve it expeditiously.

B. Resolving a Complaint

Rule 703.7(c) governs the Mechanism’s role in investigating complaints, and Rule 703.2(d) outlines the procedures for arbitration if a complaint fails to settle. After the initial contact, BBB AUTO LINE sends consumers a detailed consumer complaint form, along with its explanation of how BBB AUTO LINE works. As noted in Table IV.B.2 (as well as the parallel state charts), consumers who were surveyed generally recalled receiving these materials (nearly 91%) and most of those found them clear and easy to understand or somewhat clear and easy to

⁴² E.g., D.C. Code § 50-501(9) (“Motor vehicle” means a motor vehicle which is manufactured for sale, offered for sale, sold, or registered in the District . . .”).

⁴³ Based on sales figures reported by the Wall Street Journal, for example, the “state-by-state” manufacturers seem to account for fewer than 10% of the sales by participating manufacturers. See http://online.wsj.com/mdc/public/page/2_3022-autosales.html (visited July 24, 2016). Further, it’s possible that this issue was limited to Internet complaints and, as noted above, complaints might also be filed in writing or by telephone. And, among consumers who might have sought arbitration for an affected vehicles, only a small fraction would likely have been qualified in a state where they didn’t live, have not been qualified in the state where they reported that they did live, and have been able to overcome practical problems that might arise in pursuing out-of-state claims.

understand (over 94%) and very or somewhat helpful (over 80%).

BBB AUTO LINE cannot begin to address the complaint in earnest until the consumer submits a more comprehensive complaint with supporting documents, a process that CBBB staff suggests averages about ten days. As noted above, in Florida and California, the complaint file opens with the original contact; elsewhere, it opens when the consumer complaint form is returned. Applying the appropriate standard for the jurisdiction in question, the manufacturer is told about the complaint (a requirement under Rule 703.5(b)) when the file is opened. The manufacturer's representative may then contact the consumer directly to resolve the issue. (This has sometimes been identified as a separate "conciliation" phase of the process.)

If this doesn't occur or doesn't succeed, the case will be investigated, a process covered by Rule 703.5(c). Before the arbitrator is appointed, a dispute resolution specialist (DR) generally relies on facilitating the exchange of information between the parties, often by actively questioning the parties. At the same time, the DR explores mediation possibilities, at a minimum by facilitating documents exchange, although mediators do not, for example, advocate for a particular position. The consumer generally receives information submitted by the manufacturer no later than when developing the agreement to arbitrate. BBB AUTO LINE is currently developing a consumer website portal with the intention of providing consumers with real-time access to case documents.

Rule 703.5(d) then provides for the arbitration itself, with the goal of producing a fair decision within 40 days of the complaint, unless an exception under Rule 703(e) allows longer. Rule 703.5(f) governs oral presentations, and Rule 703.5(g) provides that the consumer must be told that he can reject the decision. If the consumer does reject the decision, it might still be admitted as evidence in a subsequent court action. However, the apparent indifference of at least some attorneys to getting adverse decisions (see Chapter 3, section IV.G) suggests that, at least to some, this isn't a significant concern.

The auditor has examined the BBB AUTO LINE rules, which provide far more detail than the regulatory provisions about how the case will be developed and resolved, but which appear fully consistent with those rules. The BBB AUTO LINE rules include, for example, details about the arbitrator's inspection of the car⁴⁴ and about the use of technical experts in

⁴⁴ Rule 7 of the rules applicable outside California provides:

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

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

The arbitrator will determine whether a test drive will be taken in the vehicle. A test drive may not be taken unless the consumer has liability insurance that

arbitrations.⁴⁵

In some respects, the BBB AUTO LINE rules give consumers greater rights than the underlying Federal provisions (though not necessarily state provisions) require. For example, Rule 703.5(f) provides for an oral hearing where both the manufacturer and the consumer agree to the hearing. However, the BBB AUTO LINE rules don't allow the manufacturer to block a consumer's request for an in-person hearing.

As the process proceeds, mediation remains possible; the BBB AUTO LINE's rules even provide for settlements after an arbitration hearing but before a decision.⁴⁶ An arbitrator won't

satisfies the state's minimum requirements. The consumer's liability insurance will apply during any test drive.

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

California Rule 8 is similar, though it leaves more discretion to the arbitrator by starting, "The arbitrator may request an inspection of the vehicle involved in your dispute."

⁴⁵ Rule 8 of the Rules applicable outside California provides:

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

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

The impartial technical expert's findings will be presented in writing before, during or after the hearing as appropriate to the process. Both parties will have an opportunity to evaluate and comment on the qualifications and findings of the technical expert. The parties agree that they will not contact the impartial technical expert at any time, including after the arbitration case has closed, in relation to the impartial technical expert's findings. You also have the right to have your own technical expert serve as a witness at your own expense.

California Rule 9 is briefer but similar.

⁴⁶ Rule 20; California Rule 21.

engage in mediation herself, but, if the parties seem to be moving in that direction, she can temporarily remove herself from the process, allow the parties to negotiate, and (if negotiations succeed) issue a consent decision. The auditor also notes that BBB AUTO LINE policy provides for the arbitrator to run her decision through BBB AUTO LINE staff first, but BBB AUTO LINE staff's role is intended to be quite limited, focusing on purely technical review.

In the hearing he attended – held in Clearwater, Florida on March 2 – the auditor saw the regulatory protections observed scrupulously. He also observed no problems in two Ohio hearings whose recordings he reviewed.

Additionally, the introduction has already discussed the results of BBB AUTO LINE proceedings, and that discussion is further developed in Chapter 3. Chapter 3 also discusses statistics about timing, but, to anticipate that discussion a bit, over 78% of BBB AUTO LINE's mediations and arbitrations reached a resolution within forty days or less. To BBB AUTO LINE's credit, it excluded ineligible or withdrawn cases from these calculations; had BBB AUTO LINE not done so, the percentage of timely resolutions would obviously have risen. The consumer survey showed a somewhat lower number (over 64%), but, because of problems that can be addressed or at least partially alleviated next year and are addressed in the discussion accompanying Table IV.C.3, the auditor is disinclined to question BBB AUTO LINE's calculations by virtue of the survey results. On the subject of timing, the auditor's review of files indicated that, when a case wasn't on track, the DR specialists often focused on that fact, clearly concerned that the case wasn't moving as quickly as hoped.

C. Compliance

Rule 703.6(h) requires BBB AUTO LINE to ascertain, within 10 working days of the date set to perform a remedy, whether the manufacturer has complied.

BBB AUTO LINE fulfills this obligation primarily through a performance verification letter that asks whether the settlement was performed; if so, when; whether the performance was satisfactory; and, if not, whether the consumer wants to continue with BBB AUTO LINE. The letter informs the consumer that compliance will be assumed unless the consumer returns the letter within eight days after it was sent.

In the auditor's view, it's not unreasonable to assume compliance should the consumer fail to respond. Otherwise, the measure of manufacturer compliance could depend on the consumer's whims or attentiveness. At most, the BBB AUTO LINE might make it routine practice to attempt a second contact with consumers who fail to respond.

A separate issue arises, though, where consumers report that the manufacturer undertook performance but the results failed to satisfy the consumer. Suppose the manufacturer had agreed to undertake an inspection with a field service engineer participating and correct any warranted problems. Suppose further that the field service engineer found that the car was acting properly, perhaps because a noise that bothered the consumer was, in the field service engineer's view, normal for the car. Alternatively, suppose she identified a problem and the manufacturer undertook repairs, but the repairs don't satisfy the consumer. In either of these scenarios,

perhaps the consumer even returned to BBB AUTO LINE. In the auditor's view, it would be problematic in such situations to deem the manufacturer's initial performance as non-compliant – particularly if the consumer returned to BBB AUTO LINE, took the case to arbitration, and the manufacturer prevailed.

Of course, in the above examples the consumer might instead have ultimately prevailed, or there might have been a more ambiguous resolution, such as a mediated settlement with an extended service plan. The auditor would hesitate to have compliance in the first case turn on the resolution of the (possibly ambiguous) second case and, given a binary choice between “compliant” and “non-compliant,” he believes a compliance designation is an appropriate classification. But the situation is more nuanced than a binary choice can capture, so the auditor suggests that BBB AUTO LINE create a new recording category, perhaps termed “compliant but consumer unsatisfied.” (The auditor is not wedded to a particular term.) The category might include all consumers for whom that description best captures the responses to their performance verification letters, as well as consumers who file a follow-on “1R” case, which, as described in Chapter 3, Section III.C.2, is used for some of these situations.

D. Recordkeeping for Individual Cases and by Manufacturer and Model

Rule 703.6(a) requires the BBB AUTO LINE to maintain certain records in specific cases.⁴⁷ To the extent it's possible to tell from a review of the files as noted above (there's no

⁴⁷ (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;

way to tell, for example, if “all letters or other written documents” for all parties are included), the auditor saw no problems on compliance with this provision, or with analogous provisions from Florida⁴⁸ or Ohio.⁴⁹

- (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.

⁴⁸ Florida requires the submission of certain aggregate figures not required by Federal law (and these are discussed in the Chapter 3), but does not require additional records to be kept in individual cases.

⁴⁹ Section 109:4-4-04(D)(1) provides:

- (1) The board shall maintain records on each dispute referred to it which shall include:
 - (a) Name, address and telephone number of the consumer;
 - (b) Name, address, and telephone number of the contact person designated by the warrantor under paragraph (F)(1) of rule 109:4-4-03 of the Administrative Code;
 - (c) Makes, models and vehicle identification numbers of the motor vehicles;
 - (d) The date of receipt of the dispute and the date of disclosure to the consumer of the decision;
 - (e) All letters or other written documents submitted by either party;
 - (f) All other evidence collected by the board relating to the dispute, including summaries of relevant and material portions of telephone calls and meetings between the board and any other person (including neutral consultants described in paragraph (B)(4) or (C)(4) of this rule);
 - (g) A summary of any relevant and material information presented by either party at an oral presentation;
 - (h) The decision of the arbitrators, including information as to date, time and place of meeting and the identity of arbitrators voting, or information on any other resolution;
 - (i) A copy of the disclosure to the parties of the decision;

Rule 703.6(b) requires that the BBB AUTO LINE maintain an index of case grouped under brand name and product model. The auditor has seen this index, although, consistent with past practice, it does not appear in this report. Rules 703.6(c), (d), and (e) require BBB AUTO LINE to maintain certain indices and undertake certain aggregate calculations, which are discussed in Chapter 3.

E. Openness of Records and Proceedings

Rule 703.8 governs the extent to which records and proceeding are open 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 24 of the BBB AUTO LINE's arbitration rules does so.⁵⁰

While the auditor believes it would be premature to discuss specifics in this report, he observed certain issues with data handling that he has urged BBB AUTO LINE to address expeditiously, and that will need to be addressed in a subsequent report.

(j) Copies of follow-up letters (or summaries of relevant and material portions of follow-up telephone calls) to the consumer and responses thereto; and

(k) Any other documents and communications (or summaries of relevant and material portions of oral communications) relating to the dispute.

⁵⁰ The rule 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.

CHAPTER 3

SURVEY

I. Introduction

As noted above, the Federal audit must include a survey of “a random sample of disputes handled by the mechanism,” including written or oral contact with each consumer surveyed. This audit serves two purposes: to evaluate the adequacy of BBB AUTO LINE’s procedures, and to substantiate the accuracy of its record-keeping and reporting, particularly with respect to certain aggregate figures that it must maintain. Consistent with past practice, this part of the audit was implemented through a nationwide telephone survey of consumers who used BBB AUTO LINE, and who met certain other criteria that are discussed below. In addition to the national sample, separate studies, using the same questionnaire, honed in on consumers from Florida and Ohio.

There were several challenges in developing and implementing the survey, among them a time lag – some consumer were surveyed in April 2016 about events from late 2014 – that resulted in part from the auditor’s late start last year. The time lag can be substantially reduced next year (and further reduced in future years), and the auditor believes that other issues can be mitigated by further modifying next year’s questionnaire.

For now, however, the auditor highlights some key pieces of analysis. Table IV.E.3 in the national analysis, and its counterparts in Table V.E.3 for Florida and Table VI.E.3 for Ohio, show the combined remedies obtained in both arbitrated and mediated cases. This is a new way of presenting this data, and it highlights the extent to which BBB AUTO LINE’s mediation and arbitration efforts work in tandem. Despite differences between BBB AUTO LINE statistics and the survey results, the numbers for the national population (with comparable numbers for state populations) show that, whichever measure is used, over 30% of consumers who were eligible for the process and didn’t withdraw obtained refunds or replacements, while 25% or less obtained no relief. Further, while this necessarily involves some speculation, Table IV.D.3 in the national analysis reported that 78% of the consumers surveyed who said they withdrew their complaints (and thus weren’t included in the percentages noted above) also reported that they resolved their situations after filing with BBB AUTO LINE. It’s certainly reasonable to speculate that some of these resolutions may have been facilitated by BBB AUTO LINE’s presence, even in cases where the consumers withdrew complaints soon after filing and BBB AUTO LINE may have been little more than a background presence.

II. Technometrica

The auditor lacked the capacity to himself conduct a survey. CBBB staff suggested using Technometrica Market Intelligence. After the auditor talked at length with Technometrica, CBBB arranged for Technometrica to develop the survey with the auditor and then, again working with the auditor on questions of process, to conduct it. Technometrica describes itself thus:

Incorporated in 1992, TechnoMetrica Market Intelligence is a full-service firm offering enterprise-class research to a wide variety of industries. For over 20 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 3 consecutive Presidential elections (2004, 2008 and 2012).

TechnoMetrica is certified by the State of New Jersey as a Minority Business Enterprise (MBE) and is a member of a number of industry organizations, including AAPOR and the American Marketing Association.

III. Methodology

A. Survey Design (and thoughts for future surveys)

Working with Technometrica staff well versed in survey methodology, and soliciting comments from CBBB staff to draw on their expertise about nuances in the program, the auditor developed a revised survey instrument. The questionnaire was a variant of earlier BBB AUTO LINE surveys, although the CBBB wasn't able to provide the auditor with an actual script from prior years. Some of the survey results are broadly consistent with BBB AUTO LINE records, but with anomalies discussed below. While the auditor doesn't know the details of how prior surveys were conducted, some anomalies may reflect the fact that this year's survey was done by a professional survey firm, whose employees likely followed a stricter survey protocol, didn't have the full BBB AUTO LINE files at their finger-tips, and were bound to a pre-set script. Other anomalies may have reflected consumer confusion, resulting in part from the relatively inflexible pre-set script we used. In any event, the survey differed sufficiently from that used in prior audits, in content, timing, and likely in execution, that the auditor has not attempted comparisons to prior years.

In light of this year's results, the auditor has discussed with Technometrica the propriety of using more directed questions next year. This approach has substantial merit. Thus, for example, in any place where the audit will compare survey data to BBB AUTO LINE records, the consumer could be told what the BBB AUTO LINE record showed, with some explanatory text, and asked if she agreed or disagreed with the BBB AUTO LINE record. If she disagreed, the survey could invite her to correct the disagreement, and perhaps probe further with open-ended questions.⁵¹

B. Survey Timing

The auditor assumed his position in November 2015, and took some time to identify and address the issues discussed below. The survey itself began in March 2016 and continued into April. Since the survey population now includes consumers whose cases closed during the year

⁵¹ With the consumer's express consent, the auditor might personally follow up with some consumers who noted disagreements.

audited even if they were opened earlier (as discussed immediately below), some consumers were questioned in April 2016 about files that closed in 2015 but opened in 2014. Such lags could well have taxed consumers' memories in ways that earlier audits had not.⁵²

C. The Population to be Sampled

1. Temporal Scope

At the auditor's request, the CBBB provided Technometrica with a spread sheet covering cases closed in 2015, even if they opened in 2014. Previously, both the survey for a given year and the CBBB's calculations drew only on cases that both opened and closed that year. As a result, complaints that straddled two years were never counted. The result was to systematically *understate* BBB AUTO LINE's accomplishments for each year, omitting, for example, most cases filed in December that went to arbitration.

The new criterion creates a discontinuity between this year's figures and prior calculations. Going forward, though, it will more accurately reflect BBB AUTO LINE's work each year. And, since the new standards were applied both to the survey population and to the BBB AUTO LINE's calculations, they should not create a problem in comparing the two.

2. Multiple Complaints about the Same Vehicle

A second issue is how to handle multiple complaints about the same vehicle (MCSVs), which account for approximately 10% of the complaints in the system.

Based on the auditor's quick review of spread sheets from BBB AUTO LINE, it seems that about 60% of MCSVs – or some 6% of all complaints – are so-called “1R” cases. These arise from the sort of situation discussed in Chapter 2, Section II.C, where a consumer gets a remedy, usually a repair, the manufacturer undertakes to perform, but the consumer is dissatisfied with the result and, in a timely fashion, brings a second complaint. A “1R” case could also result from a dispute about implementing a repurchase or replacement settlement, where there might be disagreement about the value of the car that's being replaced.

“1R” cases are easily identified, because they use the same case number as the earlier case with a “1R” (or, rarely, a “2R”) appended. Other MCSVs can also be identified with some confidence where the vehicle make and year match, as does the consumer's contact number.⁵³ These could include, for example, a 1R-type situation where the consumer didn't follow up in timely fashion (and, in consequence, was subject to a new eligibility review). Or perhaps a consumer withdrew a complaint and later refiled to work around his vacation plans.

⁵² Last year's auditor began making calls in July 2014, and those calls all involved consumers whose cases had both opened and closed in the year of the audit.

⁵³ An exception is cases brought by attorneys on behalf of consumers, which raise other issues discussed in the section that follows.

BBB AUTO LINE routinely treats these scenarios as multiple cases, and there seems a sound basis to do so. Consider the “1R” scenario. As noted above, most of these involve cases where the initial complaint is resolved by a repair and, on the most basic level, the problem stems from the availability of a “repair” alternative – which the FTC, Florida, and Ohio all recognize as appropriate – in the dispute resolution process.⁵⁴ A repair resulting from a BBB AUTO LINE case might well succeed where past attempts have failed. In facilitating a repair settlement, for example, BBB AUTO LINE staff explores how the manufacturer can instill confidence that a later repair will work when prior repairs have failed, as well as how to address consumer concerns with future reliability. Albeit with the potential of some delay, a repair remedy, under the manufacturer’s supervision, provides an alternative to an “all-or-nothing” approach in the face of ambiguous evidence.

Still, repair remedies don’t always resolve consumers’ concerns. And, if a consumer returns to BBB AUTO LINE with her problem unresolved, there will be new evidence to develop and new possibilities for settlement (perhaps with a higher likelihood for a replacement or repurchase remedy). Yet the time to process the initial complaint and to attempt a repair will likely have used up much if not all of the 40 days allotted for the original complaint. So, from BBB AUTO LINE’s perspective, and from the perspective of the auditor’s review of BBB AUTO LINE’s workings, it seems reasonable to restart the clock for a 1R case. And in cases where the consumer withdraws and refiles a complaint, often with new evidence and sometimes having filed little evidence before withdrawing, a new start seems particularly appropriate.

Yet this does pose complications, both for the survey and for calculating aggregate statistics. The discussion that follows focuses primarily on 1R cases and their predecessor cases – the most common type of MCSV -- but similar issues could arise for other MCSVs. The auditor first notes issues bearing on the survey.

(1) As a practical matter, a consumer who is called twice about the same vehicle would likely be annoyed and, in practice, unlikely to repeat the survey even if the person conducting the survey tried to explain that BBB AUTO LINE processed her case as two separate files. Indeed, as noted below, only 21% of the consumers contacted in the national sample were willing to go through the survey even once. So a further call to a consumer who had already been surveyed would have been both annoying and likely futile. (And in Ohio, where Technometrica needed to call *every* eligible consumer, this could have happened to every consumer who filed MCSVs and completed an initial survey). Indeed, Technometrica advised that, even in the rare case where BBB AUTO LINE closed two files for the same consumer about *different* cars during the year, the consumer would be unlikely to go through the questionnaire a second time. Recognizing this reality, where the same telephone number appeared more than once on the list that

⁵⁴ 16 C.F.R. § 703.5(d); former Florida Rule 5J-11-010(2)(C); Ohio Administrative code 109:4-4-04(C)(5)(A).

BBB AUTO LINE provided, Technometrica scrubbed all but the latest case from the list.⁵⁵

(2) Even during a single interview, a consumer who filed MCSVs might well be confused, particularly in a 1R situation that she might view as a single, continuing proceeding. The consumers who are surveyed could be told that, if they had separate complaint files, they should focus only on the later file. But even this would not clear up all confusion. Even without the long time lag that some consumers experienced before Technometrica contacted them for this year's study, for example, a consumer might well have trouble keeping the time frame straight if she filed one complaint in January, agreed to a repair soon after, returned in February asserting that the repair had proved unsatisfactory, and agreed to a repurchase soon after that (with the actual repurchase following still later). In general, confusion about the multi-step process for MCSVs could cloud the survey results for the roughly 6% of consumers who filed 1R cases, and for many of the 4% who filed other types of MCSVs.

MCSVs also create issues in comparing the BBB AUTO LINE's aggregate calculations to the survey results. One issue, already discussed in Section II.C of the previous chapter, is how to treat these cases for compliance purposes. The second involves "comparing apples and oranges." If consumers who filed both an initial complaint and a 1R complaint were surveyed only about the latter, the omitted cases (the pre-1R cases) would have been systematically omitted from the survey. But those cases, roughly 6% of the total, involve repair remedies at a much higher rate than do other cases. So omitting them from the survey would tend to skew the survey results. And since 1R cases grow out of settlements (follow-ons in an arbitration go back to the arbitrator as part of a single case), the omitted cases would also skew towards mediation rather than arbitration. Though it didn't prove possible to do so this year, this could be addressed by developing an *adjusted* aggregate calculation that omitted (at the least) the cases preceding 1R cases. The auditor does not suggest that these adjusted aggregates replace the aggregates that CBBB has used before, which provide useful information about BBB AUTO LINE's workload and overall results. But, to facilitate the comparison between the survey results and BBB AUTO LINE calculations that the rule requires, he suggests that BBB AUTO LINE needs to develop a parallel set of figures to better compare the two.

3. Consumers Who Used Counsel

Another issue posed by the survey was how to handle consumers who had counsel in a BBB AUTO LINE proceeding. When consumers had lawyers representing them, their point of contact for phone calls was through their attorney. But it's not clear that the FTC rule contemplates calls to attorneys – the audit rule specified contacts with "consumers." And attorneys were unlikely to respond to a multi-question survey, particularly about a particular case (and many would have been called about multiple cases), nor did we anticipate that they would allow others in their office to respond to the sorts of questions the survey posed.

⁵⁵ From discussions with CBBB staff, the auditor also understands that the previous auditor likely avoided a second call to a consumer who had already been through the questionnaire.

However, there were also problems with directly contacting consumers who had counsel. Among those, the consumers hadn't provided BBB AUTO LINE with their personal phone numbers as contact information, so it would have taken some efforts to identify their contact information – and the information might have included unlisted phone numbers that *couldn't* be obtained. So, even with substantial added effort, these consumers would have been under-sampled. Further, many lawyers specifically demanded that their clients *not* be contacted directly. In any event, the information that might be obtained from consumers who had lawyers would, in many respects, have been less useful than the information from other consumers. As discussed in Section IV.G, V.G, and VI.G below, consumers with counsel were less likely to appear at arbitration hearings in person, and they experienced a probably concomitant) relative lack of success. (The situation was most stark in Ohio, where consumers tend to disproportionately use lawyers, lawyers tend to disproportionately prefer arbitration to mediation, and lawyers tend to disproportionately do arbitration hearings on papers; according to BBB AUTO LINE figures, 64% of Ohio arbitrations are done in writing). This suggests both that consumers with attorneys are less likely to have direct experience with the process, and, perhaps, are less committed to the alternative dispute resolution, perhaps even viewing it as a hurdle to be cleared so they could go to court under a state lemon law. Further, consumers who had counsel might well be unaware if their lawyers had received some of the written communications about which the survey asked.

After discussing these and other considerations at length with CBBB staff, the auditor learned that, to the best they could determine, the prior auditor may have similarly excluded consumers with counsel from the survey. The current auditor did the same, and the result was to omit about 16% of consumers from the national sample, about 18% from the Florida sample, and in Ohio, where consumers used lawyers more frequently, to omit about 39% of consumers.

This also raises an “apples and oranges” problem – but, here, there was a partial solution in hand. BBB AUTO LINE has already been calculating breakouts, distinguishing cases where consumers had lawyers from cases where they didn't, identifying whether such cases were deemed ineligible, withdrawn, mediated, or arbitrated, as well as the remedies obtained by settlement or arbitrations. So, in comparing the survey results to BBB AUTO LINE aggregate figures, “adjusted” statistics were already in hand for some metrics.

There is one odd consequence of the results described above. As noted, it proved possible this year to adjust the BBB AUTO LINE figures, at least for two key metrics, by omitting cases for consumers with counsel. But it wasn't possible to compensate for 1Rs or other MCSVs. In some cases, biases introduced for purposes of the one might, to some extent, have balanced off biases created by the other. As noted above, for example, the initial complaints in MCSV files likely included a high number of repair cases; while the cases filed by lawyers (as discussed below) tended to have *fewer* repair remedies. So, adjusting for one but not the other could have increased discrepancies that might otherwise have been partially masked.

D. Conducting the Survey (including Margins of Error)

BBB AUTO LINE provided Technometrica with lists of consumers whose cases closed in 2015. The lists omitted cases filed by lawyers on behalf of consumers, as well as many MCSVs. Technometrica advises that:

Prior to sampling, TechnoMetrica cleaned the lists. Using the phone number as the key field, any remaining multiple complaints from the same consumer were identified and removed, as were any records with no contact phone number.⁵⁶ The size of the National sampling frame after cleaning was 7,542 records.

TechnoMetrica then randomized the sampling frame and divided it into 16 replicates: 15 replicates of 500 records and a partial replicate with 42 records. Sample for data collection was released in replicates – that is, a fresh replicate was only released upon completion of the prior replicate. The National data collection used five replicates (4 full replicates and part of the 5th). This sampling method ensured that the National sample was truly representative from the standpoint of inclusion of Florida and Ohio records.

For Florida and Ohio, we used all available records in replicates 6 to 16 in addition to any unused in the national sample. The sampling frames for Florida and Ohio were 1,303 and 287, respectively. Note that due to extremely limited sample, Ohio completes in the National survey were counted under both National and Ohio surveys.

To help maximize response rates, an email alert was broadcast to all potential respondents with email addresses prior to launching the telephone survey. Interviews were conducted on weeknights and weekends between 3/10/16 and 3/21/16, with up to 6 call attempts per respondent.

A total of 405 completes were obtained in the National survey, 150 in Florida and 96 in Ohio. The following table shows the response rate and margin of error for each of the surveys.

	Sampling Frame	Used Sample*	Completes	Response Rate	Margin of Error[†]
National	7542	1764	405	23%	+/- 4.7
Florida	1303	714	150	21%	+/- 7.5
Ohio	287	287	96	33%	+/- 8.2

**Excluding sample with incorrect contact information*

⁵⁶ (Auditor’s note) Technometrica thus excluded a complaint by a handful of consumers who filed complaints about different cars during the year. These consumers are well below 0.1% of the total population.

[†]*Note that MOE is larger for subgroups and based questions*

Technometrica's final footnote bears highlighting. There's an inevitable margin of error in these survey results, even for questions directed to the full population. In Ohio, even though Technometrica tried to contact all consumers on the eligible list, and despite sufficient additional efforts to contact Ohio consumers that Technometrica drove the response rate up to 33%, the margin of error is *still* plus or minus 8.2% for questions directed to all eligible consumers – and substantially higher for questions directed to subsets of consumers. Indeed, with sufficiently small samples (and some questions in the survey were reached by only a single consumer – the margin of error approaches 100%.

IV. National Survey Results with Principal Analysis of all Survey Results

This section reports the results of the national sample and analyzes the results of the all samples. Although specific figures in the narratives focus primarily on numbers from the national sample, the discussion also references numbers from the state samples when they differ substantially, or cast a special light, on the national results. Sections V (Florida) and VI (Ohio) present the results of the state-specific surveys, relying on the analysis in this chapter and highlighting places where the discussions in the chapter differ most notably (and sometimes most illuminatingly) on the discussions in this chapter.

A. PRELIMINARY QUESTIONS

TABLE IV.A.1
Year of the Vehicle

BASE=TOTAL	405
	100.0%
2003	3
	0.7%
2004	3
	0.7%
2005	8
	2.0%
2006	6
	1.5%
2007	9
	2.2%
2008	10
	2.5%
2009	15
	3.7%
2010	13
	3.2%
2011	23
	5.7%
2012	37
	9.1%
2013	87
	21.5%
2014	118
	29.1%
2015	71
	17.5%
2016	2
	0.5%

This chart is provided for purely informational purposes. Consumers were asked to confirm that they had a file closed in 2015 involving a car with a specific year and model, and,

though a few disagreed with aspects of the BBB AUTO LINE record, a review of those responses shows that none questioned the model year of their cars.

Some of the cars are relatively old, and claims for older cars are often ineligible. But this isn't necessarily the case; eligible claims can arise for older cars, for example, under an extended service plan, an emissions warranty, or a power train warranty.

TABLE IV.A.2

The BBB AUTO LINE's records show they closed a complaint in 2015 about your <make> vehicle. Is that correct?

BASE=TOTAL	405
	100.0%
Yes	397
	98.0%
No	8
	2.0%

TABLE IV.A.3

How many times, if any, did the manufacturer try to repair your vehicle before you filed the complaint?

BASE=TOTAL	405
	100.0%
One	37
	9.1%
Two	24
	5.9%
Three	65
	16.0%
Four or more	207
	51.1%
None	60
	14.8%
Not sure	12
	3.0%

TABLE IV.A.4
How did you first learn about BBB AUTO LINE?

BASE=TOTAL	405
	100.0%
Warranty documents	59
	14.6%
Dealer	42
	10.4%
Manufacturer's representative	27
	6.7%
BBB/BBB Website	33
	8.1%
Internet (Other than BBB website)	110
	27.2%
Lawyer	19
	4.7%
Friend/family/word of mouth	82
	20.2%
TV/Radio/Newspaper	10
	2.5%
Not sure/don't recall	23
	5.7%

The auditor referenced these results in Chapter 1, where he focused on the consumers who learned of the program through warranty documents, dealers, and manufacturer's representatives.

B. COMPLAINT FORM AND ACCOMPANYING MATERIALS

TABLE IV.B.1

After you contacted BBB AUTO LINE, do you recall receiving a claim form and materials or information explaining the program?

BASE=TOTAL	405
	100.0%
Yes	368
	90.9%
No	24
	5.9%
Not sure	13
	3.2%

In most states (California and Florida are the exceptions), a complaint file isn't opened until the consumer submits a consumer complaint form – and BBB AUTO LINE routinely sends its explanatory material with that form. So outside those states, consumers could not file unless they got a complaint form. (And even in Florida and California, it seems counter-intuitive that many consumers seeking lemon law relief wouldn't re-contact BBB AUTO LINE if they never got the forms.) CBBB staff notes that time-sensitive materials like consumer complaint forms are routinely sent, despite the expense for a nonprofit, via United Parcel Service.

The auditor suspects that, contrary to these survey results, all or virtually all consumers did receive the complaint form and accompanying materials. A similar situation prevails with the other documentary receipt questions in the survey, to which even more consumers responded that they never received, for example, notice of their hearings (although they presumably showed up at the hearing) or notice of an arbitrator's decision (although it would be surprising if consumers who attended an in-person hearing, in particular, wouldn't have pursued the matter immediately if the decision wasn't sent in short order).

It's also possible that on some of these questions, consumers were misdirected by specific wording (e.g., the question asked about "written" notice but the consumer had requested contacts to be made by email). More likely, though, the auditor suspects that many consumers simply forgot that they received specific documents, particularly when, as noted above, a good number were surveyed a year or more after the events in question.

TABLE IV.B.2**Were the materials and information you received...**

BASE=YES TO THE PREVIOUS QUESTION	368
	100.0%
Clear and easy to understand	281
	76.4%
Somewhat clear and easy to understand	67
	18.2%
Difficult to understand	17
	4.6%
Not Sure	3
	0.8%

TABLE IV.B.3**How helpful were the materials and information you received in preparing you for what would happen in your case? Would you say...?**

BASE=SAME	368
	100.0%
Very helpful	154
	41.8%
Somewhat helpful	142
	38.6%
Not very helpful	67
	18.2%
Not sure	5
	1.4%

C. TIMING

TABLE IV.C.1

According to BBB AUTO LINE records, it took __ days after your complaint was received until your case was either found to be found ineligible before you started the mediation and arbitration process, you withdrew your complaint, you reached an agreement with the manufacturer, or an arbitrator decided your case. Does that seem right?

BASE = ELIGIBLE AND NOT WITHDRAWN	215
	100.0%
Yes	163
	75.8%
No	38
	17.7%
Not sure	14
	6.5%

TABLE IV.C.2

How long would you say it took for your case either to be found ineligible before arbitration, for you to withdraw your complaint, for you to reach an agreement with the manufacturer, or for an arbitrator to decide your case? Would you say your case:

BASE= NO OR “NOT SURE” TO THE LAST QUESTION	52
	100.0%
Was resolved WITHIN 40 days	17
	32.7%
Took MORE THAN 40 days to resolve	29
	55.8%
Not sure	6
	11.5%

TABLE IV.C.3
Calculated Time Figures, based on Survey Results

	TECHNO		BBB AUTO LINE
	All such cases	Excluding “not sure” to prior question	
BASE=ELIGIBLE AND NOT WITHDRAWN	215	209	4989
	100.0%	100.0%	100.0%
Within 40 days	135	135	3918
	62.8%	64.6%	78.6%

Table IV.C.3 combines the consumers who confirmed BBB AUTO LINE records showing that a case was finished within 40 days with those who disagreed with BBB AUTO LINE’s records but still identified a time frame of 40 days or less. The focus is on mediated and arbitrated cases only. To CBBB’s credit, as noted previously, its calculations on how frequently cases were resolved within 40 days omitted the withdrawn and ineligible cases that are likely to close more quickly; the Technometrica numbers are reported with a similar base.

Although Technometrica emailed consumers in advance to expect a call, few consumers were likely to review their records and refresh their recollections about the time frame before a telephone survey. Also, although the auditor doesn’t have figures calculated against the base used in this chart, preliminary charts that Technometrica developed showed that, in about 10% of cases identified as untimely, consumers cited their own actions as a source of delay.

Further, the question may not have conveyed to consumers some salient facts about timing. For example, except in California and Florida, the clock doesn’t start to run until the consumer returns her complaint form. In future surveys, consumers could be told the appropriate standard for their state; for now, the auditor notes that in Florida, where the consumer’s likely intuition better matched CBBB reporting practices, the numbers actually matched well (Table V.C.3). Also, at the other end of the scale, the clock *stops* when the consumer accepts a remedy, not when the remedy is implemented. This, too, could be more clearly stated next year.

Also, the situation with MCSVs, and particularly with 1R cases, may confuse consumers. As noted above, BBB AUTO LINE treats a 1R file as a new case, while consumers might perceive the entire process as a single case. This, too, could be better clarified in the future.

As noted above, BBB AUTO LINE has already calculated the numbers of attorney and non-attorney cases in some fields. Where they have, the auditor reports both total aggregates and, because it better matches the population sampled, non-attorney cases alone; here, though, the auditor did not have “non-attorney” information. The auditor also notes that the BBB AUTO LINE reported that 69 arbitrated decisions were delayed seven days beyond the forty-day timetable because the consumer had failed to first seek relief from the manufacturer. The survey did not attempt to verify this figure, which might account for part of the disparity. Again, this could be addressed in future surveys.

D. PROCESS FOR RESOLVING CASES

In this section, parts 1 through 5 describe results of the survey, while Part 6 consolidates key results of four tables into a summary table and compares the results to BBB AUTO LINE's aggregate calculations, with an accompanying narrative discussing some non-trivial disparities.

TABLE IV.D.1

Was your complaint initially determined to be eligible for the BBB AUTO LINE Program, so that you could proceed with the BBB AUTO LINE's mediation and arbitration processes?

TOTAL	405
	100.0%
Yes	262
	64.7%
No	106
	26.2%
Not sure	37
	9.1%

TABLE IV.D.2

Did you withdraw your complaint before BBB AUTO LINE finished its efforts to resolve it, either through a mediated settlement or through arbitration?

BASE=YES TO PREVIOUS QUESTION	262
	100.0%
Yes	41
	15.6%
No	215
	82.1%
Not sure	6
	2.3%

TABLE IV.D.3**Did you withdraw the complaint because...**

BASE=YES TO PREVIOUS QUESTION	41
	100.0%
The matter was settled or the car was repaired	32
	78.0%
The vehicle was sold	1
	2.4%
Some other reason	8
	19.5%

While the information in this chart does not contribute to the summary chart that follows in IV.D.5, it shows that most consumers who reported that they withdrew complaints they had filed with BBB AUTO LINE also reported that their problems had been addressed. Perhaps some consumers mistook a mediated settlement for a “withdrawal.” Even if not, though, there might well be a sense in which BBB’s role, if only as a background presence, helped promote a resolution.

TABLE IV.D.4**After you filed your complaint with BBB AUTO LINE, did you try to settle the complaint through mediation with BBB AUTO LINE staff and/or the manufacturer before starting any arbitration?**

BASE=ELIGIBLE AND NOT WITHDRAWN	215
	100.0%
Yes	146
	67.9%
No	58
	27.0%
Not sure	11
	5.1%

TABLE IV.D.5**And was your complaint settled in mediation or did it go on to arbitration?**

BASE=YES TO PREVIOUS QUESTION	146
	100.0%
Mediation	85
	58.2%
Arbitration	46
	31.5%
Not sure	15
	10.3%

TABLE IV.D.6**Summary and analysis of results from previous five sections, with comparisons to BBB AUTO LINE figures**

	2015 Audit		
	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=TOTAL	405	8542	10,162
	100.0%	100.0%	100.0%
Mediation	85	2623	2703
	21.0%	30.7%	26.6%
Arbitration	115	1286	2286
	28.3%	15.1%	22.5%
Not sure	15	-	-
	3.7%	-	-
SUB-TOTAL	215	3909	4989
	53.1%	45.7%	49.1%
Ineligible	106	3950	4342
	26.2%	46.2%	42.7%
Withdrawn	41	683	831
	10.1%	8.0%	8.2%
Not sure	43	-	-
	10.6%	-	-
SUB-TOTAL	190	4633	5173
	46.9%	55.3%	50.9%

Preliminarily, the adjusted figures on the chart differ more from the survey results than do the unadjusted figures. Still, the adjusted figures, which exclude cases where consumers had counsel, provide the more appropriate metric for comparing the CBBB figures to the results of a survey that similarly excluded such consumers. And the excluded cases, totaling some 16% of all the reported cases, have a dramatically different profile than non-attorney cases, as detailed in Section IV.G, below. According to BBB AUTO LINE figures, for example, cases brought by attorneys representing consumers are settled through mediation less than 5% of the time, while consumers without lawyers settle more than 30% of the time. Excluding these cases from the comparison to the survey results may reveal differences that would otherwise have been masked, but it still provides the preferable basis for comparison.

On the other hand, this year's figures were not adjusted for MCSVs, which would also have had different profiles than other cases. For example, as noted above, of the 10% or so of consumers who filed MCSVs, about 60% (6% of the total cases) were in 1R situations. In such situation, the earlier cases couldn't have included "withdrawn" or "ineligible" closings, and they mostly included mediated settlements. So adjusting for these would have tended to lower the

calculated mediation numbers and bring the BBB AUTO LINE figures into somewhat better alignment with those from the survey.

Some other issues were unanticipated consequences of the auditor's efforts to tease out additional information. The revised questionnaire tried to distinguish more fully than had our studies between ineligible and withdrawn complaints, for example, and to explore whether consumers who used arbitration first attempted mediation, which the auditor felt would give a fuller picture of the work by BBB AUTO LINE staff. Unfortunately, the new approach it led to more "not sure" responses, since these responses could occur at multiple steps of the sequence. Also, by asking about ineligible cases before withdrawn cases, the questionnaire didn't allow for the possibility, about which the auditor has since learned, that a case might have been withdrawn *before* it was found ineligible. In such cases, the consumer's responses could have mischaracterized her complaint as ineligible when she would otherwise have said withdrawn. Also, in developing this year's script, the auditor didn't have copy of last year's script, but he has since learned that consumers were likely given, at the least, some more explanations of the terms than he realized, e.g., associating the term "arbitration" with a "hearing."⁵⁷

Such problems could be significantly reduced in future surveys with more of the "directed" questions noted above, asking consumers if they agree with specific results from BBB AUTO LINE records and probing further where they don't, and clarifying how BBB AUTO LINE treats MCSVs with a request that the consumer focus on the last of such MSCV complaints. Assuming the process can also be started earlier next year (and even earlier in future years), it will hopefully become apparent, next year, if the "early returns" for 2016 better sync up with BBB AUTO LINE's semi-annual statistics..

In any event, as noted above, the auditor places great weight on Table IV.E.3, below, with some additional context provided by the data in section IV.D.3, above.

⁵⁷ See, e.g., the 2002 Audit, available at https://www.ftc.gov/sites/default/files/documents/reports_annual/2002-audit-better-business-bureau-auto-line-including-state-florida-and-state-ohio/2002bbbautolineaudit.pdf, at Ch. 4, p. 27,

E. RESULTS OF CASES

1. Mediated Cases

TABLE IV.E.1.a

Which of the following describes your settlement?

(Multiple replies accepted in survey, so total exceeds 100%)

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation*	Unadjusted BBB AUTO LINE Figures
BASE=SETTLED IN MEDIATION	85	2620	2703
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	40	797	902
	47.1%	30.4%	33.4%
Refund of purchase or of lease	26		
	30.6%		
Replacement	16		
	18.8%		
REPAIR	26	1351	1367
	30.6%	51.6%	50.6%
OTHER RELIEF**	32	472	434
	37.6%	18.0%	16.1%

* There is a small discrepancy, affecting roughly 2-2.5% of the reported cases, between the BBB AUTO LINE calculations prepared for all cases and those which the auditor uses for adjusted figures. The latter were initially prepared for a more limited issue, not mandated by the FTC or the states, of comparing attorney cases to non-attorney cases.

** Among other things, “other relief” includes reimbursement of expenses (18 consumers reported such remedies), and extended service plans. The auditor asked Technometrica to group the results this way to conform to the groupings in BBB AUTO LINE’s calculations.

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Preliminarily, to the extent that consumers surveyed (or less likely the CBBB) mischaracterized whether they had used mediation or arbitration (see above), those same problems would affect these results, which turn in part of whether consumers were classified as using mediation or arbitration. Such problems are addressed in part by Table IV.E.3, which combines the results of mediated and arbitrated cases.

The auditor also notes that consumers were invited to give multiple responses, which, unfortunately, obscure comparisons to BBB AUTO LINE records that highlight only the *principal* remedy. But some of the multiple responses here do cast some light on a different issue, suggesting some level of consumer confusion. The breakouts for repair and replacement remedies in the above chart show that some consumers apparently thought they got both a replacement and a refund of their purchase or lease; in fact, consumers could only get one or the

other. Again, this could be clarified in the future by telling consumers what the BBB AUTO LINE records show, and asking whether or not BBB AUTO LINE’s information is right. One open ended response from a consumer also suggests that at least one consumer didn’t understand that a refund or replacement remedy can make some allowance for the car’s use before the consumer brought it in for repairs; so that, for example, a remedy could still be a repurchase, and not an “other remedy,” if the consumer didn’t get back all that he had paid.

TABLE IV.E.1.b

After you reached a settlement, did you receive a letter from BBB AUTO LINE describing the terms of the settlement?

BASE=SAME	85
	100.0%
Yes	57
	67.1%
No	16
	18.8%
Not sure	12
	14.1%

As noted in the discussion of Table IV.B.1, the auditor is somewhat skeptical about responses indicating that consumers didn’t receive BBB AUTO LINE correspondence. Particularly where questions are posed after a long time lag, as was the case for many consumers here, they might well have forgotten specific correspondence. Another possibility is that some consumers were misdirected by the questionnaire’s reference to a “letter,” where some consumers may have requested that communications be sent by email.

TABLE IV.E.1.c

Which of the following applies to your case? The manufacturer:

	Techno		BBB AUTO LINE
	All responses	Omitting “not sure” responses	
BASE=SAME	85	77	2703
	100.0%	100.0%	100.0%
Carried out the terms of the settlement within the time specified	61	61	2624
	71.8%	79.2%	97.1%
Carried out the terms of the settlement after the time specified	8	8	1
	9.4%	10.4%	0.0%
Has not yet carried out the terms of the settlement, but the time to do so has not yet expired	3	3	5
	3.5%	3.9%	0.2%
Has not yet carried out the terms of the settlement, and the time to do so has expired	5	5	21
	5.9%	6.5%	0.8%
Not sure	8	-	
	9.4%	-	
Cases where BBB AUTO LINE statistics indicate that compliance wasn’t accomplished because of the consumer’s actions (e.g., not making the car available for repair)	n/a	n/a	52
	n/a	n/a	1.9%

This isn’t a field for which BBB AUTO LINE has been producing statistics adjusted for whether or not consumers have lawyers, so there’s no “adjusted” column. One point that might be clarified in the future, though, is that BBB AUTO LINE sometimes facilitates negotiation of a revised settlement date, where, for example, a part needed for the repair is on order. This only occurs with the consumer’s consent, but, without clarification, the consumer might not realize that the records reflect the revised deadline.

TABLE IV.E.1.d

Did you later talk to BBB AUTO LINE staff and/or receive a letter from them about whether the manufacturer carried out the terms of the settlement?

BASE=SAME	85
	100.0%
Spoke with staff AND got a letter	35
	41.2%
Spoke only	3
	3.5%
Letter only	17
	20.0%
Neither	16
	18.8%
Not sure	14
	16.5%

See the auditor's previous observations about "documents received" questions, in connection with Table IV.B.1.

2. Arbitrated Cases

TABLE IV.E.2.a

Did you receive written notice of the scheduled date, time, and place for your arbitration hearing or vehicle inspection?

BASE=ARBITRATION	115
	100.0%
Yes	88
	76.5%
No	23
	20.0%
Not sure	4
	3.5%

The numbers in the arbitration base includes some consumers who had replied “not sure” to the earlier questions, so it might include some consumers who didn’t go to arbitration (and for that reason wouldn’t have been sent the relevant notices). See as well the auditor’s previous observations about “document received” questions, in connection with Table IV.B.1.

TABLE IV.E.2.b

After the hearing, did you receive a copy of the arbitrator's decision?

BASE=ARBITRATION	115
	100.0%
Yes	87
	75.7%
No	23
	20.0%
Not sure	5
	4.3%

Again, note the auditor’s observations in connection with the previous table.

TABLE IV.E.2.c**Which of the following best describes the arbitrator's decision?****(Multiple replies accepted in survey, so total exceeds 100%)**

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=ARBITRATION	115	1286	2286
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	35	459	638
	30.4%	35.7%	27.9%
Refund of purchase or lease	23		
	20.0%		
Replacement	12		
	10.4%		
REPAIR	21	173	261
	18.3%	13.4%	11.4%
OTHER RELIEF	18	62	91
	25.7%	4.8%	4.0%
NO AWARD	50	592	1296
	43.5%	46.0%	56.7%

See the discussion of Table IV.D.4, and the discussion immediately above about identifying “arbitration” cases.

Fourteen of the “other relief” awards were reimbursement of expenses

TABLE IV.E.2.d
Did you accept the decision?

BASE=ARBITRATIONS	115
	100.0%
Yes	67
	58.3%
No	40
	34.8%
Not sure	8
	7.0%

	Techno	BBB AUTO LINE
BASE=RECEIVED AN AWARD	65	990
	100.0%	100.0%
Yes	57	667
	87.7%	67.4%
No	7	323
	10.8%	32.6%
Not sure	1	
	1.5%	

Note that the Technometrica survey excluded consumers with attorneys, while the BBB AUTO LINE figure includes all cases.

TABLE IV.E.2.e

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

	Techno	BBB AUTO LINE*
BASE=RECEIVED AN AWARD AND ACCEPTED THE DECISION	57	667
	100.0%	100.0%
Carried out the terms of the decision within the time specified	35	645
	61.4%	96.7%
Carried out the terms of the decision after the time specified	16	0
	28.1%	0%
Has not carried out the terms of the decision but the time to do so has not expired.	3	8
	5.3%	1.2%
Has not carried out the terms of the decision and the time to do so has expired	1	1
	1.8%	0.0%
Not sure	21	-
	3.5%	-
Cases where BBB AUTO LINE statistics indicate that compliance wasn't accomplished because of the consumer's actions (e.g., not making the car available for repair)	n/a	13
	n/a	1.9%

* Including some calculations by the auditor from CBBB data.

See the discussion of Table IV.E.1.c. Note again that the Technometrica survey was based only on consumers who didn't have attorney, while the BBB AUTO LINE figures include all cases.

TABLE IV.E.2.f

Did the BBB AUTO LINE follow up with you to determine if the manufacturer had complied with the decision?

BASE=RECEIVED AN AWARD AND ACCEPTED THE DECISION	57
	100.0%
Yes	40
	70.2%
No	13
	22.8%
Not sure	4
	6.0%

TABLE IV.E.3
Combined results for mediated and arbitrated cases
(Multiple responses allowed in survey)

	Techno	Calculations based on BBB AUTO LINE's adjusted figures*	Calculations based on BBB AUTO LINE's unadjusted figures
BASE=ARBITRATION/MEDIATION	200	3906	4989
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	75	1256	1540
	37.5%	32.2%	30.9%
REPAIR	47	1524	1628
	23.5%	39.0%	32.6%
OTHER RELIEF	50	534	525
	25.0%	13.7%	10.5%
NO AWARD/NO RELIEF	50	592	1296
	20.5%	15.1%	26.0%

* As noted previously, there is a small discrepancy, affecting roughly 2-2.5% of the reported cases, between the BBB AUTO LINE calculations prepared for all cases and those which the auditor uses for adjusted figures. The latter were initially prepared for a more limited issue, not mandated by the FTC or the states, of comparing attorney cases to non-attorney cases.

As noted at the outset, the auditor considers this chart highly significant. By combining the results for arbitrated and mediated cases, it levels out any confusion by consumers who might not have understood the difference between the two. And it suggests not only relatively comparable results between the survey and the BBB AUTO LINE figures, but also, under either set of figures, results that get substantial relief to consumers; through mediation and arbitration combined, consumers get a refund or replacement 30.9% of the time (with the survey showing an even higher number),

Further, while the results of the state studies don't show comparably close matches, they do support the general result that a high percentage of participating consumers obtained refunds or replacements and, particularly if the analysis is limited to consumers without lawyers, most others obtained *some* relief.

F. SUBSEQUENT STEPS BY CONSUMERS

In a series of parallel questions, consumers were asked if they took steps after their cases closed, whether by an ineligibility determination, withdrawal, a reported failure by the manufacturer to comply with a settlement or arbitrator’s decision, or after they rejected the arbitrator’s decision. The results follow.

TABLE IV.F.1
Did you pursue the dispute any further?

SEE “TOTAL”	Ineligible cases	Withdrawn cases	Manufacturer hadn’t complied with terms of settlement although the time to do so has expired	Manufacturer hadn’t complied with arbitrator’s decision and the time to do so has expired	Rejected arbitrator’s decision
TOTAL	106	41	5	1	40
	100.0%	100.0%	100.0%	100.0%	100.0%
Yes	34	15	3	-	15
	32.1%	36.6%	60.0%	-	37.5%
No	72	26	2	1	25
	67.9%	63.4%	40.0%	100.0%	62.5%

TABLE IV.F.2
Which of the following did you do to pursue the dispute?
(Multiple replies accepted in survey, so total exceeds 100%)

BASE= YES TO PREVIOUS QUESTION	34	15	3	-	15
	100.0%	100.0%	100.0%	-	100.0%
Recontacted BBB AUTO LINE staff	9	3	1	-	2
	26.5%	20.0%	33.3%	-	13.3%
Worked out a solution with the manufacturer or dealer	15	7	-	-	1
	44.1%	46.7%	-	-	6.7%
Contacted legal counsel	9	3	1	-	10
	26.5%	20.0%	33.3%%	-	67%
Contacted a government agency	11	2	-	-	1
	32.4%	13.3%	-	-	6.7%
Something else I haven't mentioned	-	2	2	-	2
	-	13.3%	66.7%	-	13.3%

G. COMPARING CLAIMS FILED BY CONSUMERS WHO HAVE COUNSEL WITH CLAIMS FILED DIRECTLY BY CONSUMERS

This section, similar to that in prior audits, draws entirely on figures provided by BBB AUTO LINE. In some jurisdictions, including Ohio, a particularly high percentage of cases involve attorneys who represent consumers. The numbers here focus primarily on the Federal figures, but the issues extend, in particularly stark form, to states like Ohio.

**TABLE IV.G.1
Process for resolving the complaints**

	Claims filed by attorneys on behalf of consumers	Claims filed directly by consumers
Mediation	80	2623
	4.9%	30.7%
Arbitration	1000	1286
	61.7%	15.0%
SUB-TOTAL	1080	3909
	66.7%	45.8%
Ineligible	392	3950
	24.2%	46.2%
Withdrawn	148	683
	9.1%	8.0%
SUB-TOTAL	540	4633
	33.3%	54.2%
TOTAL	1620	8542
	100.0%	100.0%

**TABLES IV.G.2
RELIEF**

In mediation

	Claims filed by attorneys on behalf of consumers	Claims filed directly by consumers
TOTAL	80	2620
	100.0%	100.0%
Refund or Replacement	55	797
	68.8%	30.4%
Repair	18	1351
	22.5%	51.6%
Other award	7	472
	8.8%	18.0%

In arbitration

TOTAL	1000	1286
	100%	100.0%
Refund or Replacement	179	459
	17.9%	35.7%
Repair	88	173
	8.8%	13.4%
Other award	29	62
	2.9%	2.9%
No award	704	592
	70.4%	46.0%

Combined Mediation and Arbitration

TOTAL	1080	3906
	100.0%	100.0%
Refund or Replacement	234	1256
	21.7%	32.2%
Repair	106	1524
	9.8%	39.0%
Other award	36	534
	3.3%	13.7%
No award	704	592
	65.2%	15.2%

TABLE IV.G.3**A related issue: Mode of presentation in arbitration**

	Cases presented in writing	Cases Presented by telephone	Cases presented in person
TOTAL	936	100	1250
	100.0%	100.0%	100.0%
Refund or Replacement	144	28	466
	15.4%	28.0%	37.3%
Repair	87	13	161
	9.3%	13.0%	12.9%
Other Award	30	4	57
	3.2%	4.0%	4.6%
No award	675	55	566
	72.1%	55.0%	45.3%

While BBB AUTO LINE prepared comparable numbers in the past, this audit adds a “combined mediation and arbitration” chart that casts further light on the situation.

According to BBB AUTO LINE statistics, complaints filed by lawyers who represent consumers represent, nationally, 15.9% of total complaints but 43.7% of arbitrations. On the whole, consumers with lawyers are far less likely than others to reach mediated settlements, particularly settlements that provide less than a refund or replacement. Further, through mediation and arbitration combined, consumers with lawyers are less likely to obtain a refund or replacement (21.7% vs 32.2%), far less likely to obtain a repair or other award (13.1% vs. 52.7%), and far more likely to leave the BBB AUTO LINE process without relief (65.2% vs. 15.2%).

With respect to the poorer performance of consumers with attorneys in arbitration, the auditor can’t dismiss a range of possibilities – perhaps attorneys would argue that arbitrators hold them to a higher standard in hearings than they apply to consumers who represent themselves. But at least one factor appears to be that cases presented in writing – the vast majority of which are cases brought by lawyers – are far less successful than others. (These cases often include an inspection, perhaps with a test drive, but communications with the arbitrator are strictly limited during these processes). In any event, the relative lack of success in hearings held on papers shouldn’t be surprising; however hard they try to be fair (and over 15% of cases presented in writing *do* lead to a refund or replacement remedy), these proceedings are on the same timetable as other BBB AUTO LINE proceedings, and, in dealing with some types of issues, arbitrators may be handicapped if they can’t easily question the consumer and manufacturer representative and benefit from a real-time discussion with both parties.

A full analysis of the situation isn’t possible; consumers with attorneys may prefer to go into court, where stronger remedies may be available (including attorney’s fees) that are rarely available in BBB AUTO LINE proceedings. Perhaps some attorneys can identify specific cases where, based on the issues involved, a hearing isn’t likely to help their cause. Still, it seems unfortunate that at least some attorneys may take a perfunctory approach to the BBB AUTO

LINE process, perhaps viewing it as a little more than a necessary impediment to getting to court, and fail to avail themselves of the full possibilities of BBB AUTO LINE services.

H. SATISFACTION

For this year's audit, the survey asked questions similar to those in the past. However, the auditor and Technometrica have introduced two new features into the analysis.

First, Technometrica has calculated "means" for various satisfaction rates. In essence, this is comparable to turning a letter grade into a grade on a 4.0 grading scale, with a 4.0 a "straight A" grade and a 0.0 a "straight F" grade

And, second, we have broken out the grades to confirm an obvious intuition, particularly for arbitrations, that consumers who prevail in arbitration are more likely to view the arbitrator favorably than those who don't win their case. In the auditor's view, this breakout provides more revealing measurements than does a measure that combines satisfied and unsatisfied consumers into one number. If, for example, there is a long-term trend for consumers to prevail more (or less) frequently, that trend would be reflected in higher (or lower) approval ratings for the arbitrators. By breaking out the rankings for consumers who prevailed compared to consumers who didn't (and perhaps further refining the numbers in the future to distinguish consumers who prevailed with a repurchase or refund decision from consumers who prevailed with other remedies), the breakouts presented here correct for this.

TABLES IV.H.1 Satisfaction with the Arbitrator

In viewing the statistics that follow, the auditor would draw attention to two things. First, as noted above, consumers who prevailed tended to view the arbitrator more favorably. Still, the fact that a consumer got an award doesn't mean that she got all she wanted. Perhaps she hoped for a replacement and received an extended service plan, for example; perhaps she got the refund she sought, but the car had substantial mileage and the refund figure reflected a significant adjustment for prior use.

But, conversely, consumers who received no award didn't universally spurn the arbitrator. The combined totals of As, Bs, and Cs, which were collectively classified as "satisfactory" grades, show that 31% of the grades given by consumers without awards were satisfactory. In the context that these were consumers in cases where the manufacturer prevailed, the auditor believes this is a commendable result.

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	115	65	50
	100.0%	100.0%	100.0%
A=Excellent	49	45	4
	42.6%	69.2%	8.0%
B=Good	13	5	8
	11.3%	7.7%	16.0%
C=Average	13	6	7
	11.3%	9.2%	14.0%
D=Poor	14	2	12
	12.2%	3.1%	24.0%
F-Failing Grade	23	6	17
	20.0%	9.2%	34.0%
Not sure	3	1	2
	2.6%	1.5%	4.0%
SATISFACTORY GRADE – A OR B OR C	75	56	19
	65.2%	86.2%	38.0%
Mean	2.46	3.27	1.38

How would you grade the arbitrator on objectivity and fairness?

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	115	65	50
	100.0%	100.0%	100.0%
A=Excellent	49	43	6
	42.6%	66.2%	12.0%
B=Good	12	6	6
	10.4%	9.2%	12.0%
C=Average	13	4	9
	11.3%	6.2%	18.0%
D=Poor	14	6	8
	12.2%	9.2%	16.0%
F-Failing Grade	23	4	19
	20.0%	6.2%	38.0%
Not sure	4	2	2
	3.5%	3.1%	4.0%
SATISFACTORY GRADE - A OR B OR C	74	53	21
	64.3%	81.5%	42.0%
Mean	2.45	3.24	1.42

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	115	65	50
	100.0%	100.0%	100.0%
A=Excellent	44	42	2
	38.3%	64.6%	4.0%
B=Good	9	6	3
	7.8%	9.2%	6.0%
C=Average	11	4	7
	9.6%	6.2%	14.0%
D=Poor	19	5	14
	16.5%	7.7%	28.0%
F-Failing Grade	26	5	21
	22.6%	7.7%	42.0%
Not sure	6	3	3
	5.2%	4.6%	6.0%
SATISFACTORY GRADE – A OR B OR C	64	52	12
	55.7%	80.0%	24.0%
Mean	2.24	3.21	0.96

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	115	65	50
	100.0%	100.0%	100.0%
A=Excellent	44	42	2
	38.3%	64.6%	4.0%
B=Good	10	7	3
	8.7%	10.8%	6.0%
C=Average	6	1	5
	5.2%	1.5%	10.0%
D=Poor	17	5	12
	14.8%	7.7%	24.0%
F-Failing Grade	34	8	26
	29.6%	12.3%	52.0%
Not sure	4	2	2
	3.5%	3.1%	4.0%
SATISFACTORY GRADE – A OR B OR C	60	50	10
	52.2%	76.9%	20.0%
Mean	2.12	3.11	0.81

ARBITRATOR SATISFACTION COMPOSITES

ALL ARBITRATIONS	A	B	C	D	F	DK	TOTAL
understanding the facts	49	13	13	14	23	3	115
	42.6%	11.3%	11.3%	12.2%	20.0%	2.6%	100.0%
objectivity and fairness	49	12	13	14	23	4	115
	42.6%	10.4%	11.3%	12.2%	20.0%	3.5%	100.0%
reaching an impartial decision	44	9	11	19	26	6	115
	38.3%	7.8%	9.6%	16.5%	22.6%	5.2%	100.0%
coming to a reasoned & well thought-out decision	44	10	6	17	34	4	115
	38.3%	8.7%	5.2%	14.8%	29.6%	3.5%	100.0%
COMPOSITE	186	44	43	64	106	17	460
	40.4%	9.6%	9.3%	13.9%	23.0%	3.7%	100.0%

Satisfactory Grades (A or B or C)	59.3%	Composite Mean:	2.23
Excluding “DK” responses:	61.6%		2.31

ARBITRATIONS WITH AN AWARD	A	B	C	D	F	DK	TOTAL
understanding the facts	45	5	6	2	6	1	65
	69.2%	7.7%	9.2%	3.1%	9.2%	1.5%	100.0%
objectivity and fairness	43	6	4	6	4	2	65
	66.2%	9.2%	6.2%	9.2%	6.2%	3.1%	100.0%
reaching an impartial decision	42	6	4	5	5	3	65
	64.6%	9.2%	6.2%	7.7%	7.7%	4.6%	100.0%
coming to a reasoned and well thought-out decision	42	7	1	5	8	2	65
	64.6%	10.8%	1.5%	7.7%	12.3%	3.1%	100.0%
COMPOSITE	172	24	15	18	23	8	260
	66.2%	9.2%	5.8%	6.9%	8.8%	3.1%	100.0%

Satisfactory Grades (A or B or C)	81.2%	Composite Mean:	3.11
Excluding “DK” responses:	83.7%		3.21

ARBITRATIONS WITH NO AWARD	A	B	C	D	F	DK	TOTAL
understanding the facts of your case	4	8	7	12	17	2	50
	6.2%	12.3%	10.8%	18.5%	26.2%	3.1%	76.9%
objectivity and fairness	6	6	9	8	19	2	50
	9.2%	9.2%	13.8%	12.3%	29.2%	3.1%	76.9%
reaching an impartial decision	2	3	7	14	21	3	50
	3.1%	4.6%	10.8%	21.5%	32.3%	4.6%	76.9%
coming to a reasoned and well thought-out decision	2	3	5	12	26	2	50
	3.1%	4.6%	7.7%	18.5%	40.0%	3.1%	76.9%
COMPOSITE							
	14	20	28	46	83	9	200
	7.0%	10.0%	14.0%	23.0%	41.5%	4.5%	100.0%

Satisfactory Grades (A or B or C):	31.0%	Composite Mean:	1.09
Excluding "DK" responses:	32.5%		1.14

TABLES IV.H.2: Satisfaction with BBB AUTO LINE and its Staff

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

BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	215
	100.0%
A=Excellent	113
	52.6%
B=Good	31
	14.4%
C=Average	35
	16.3%
D=Poor	11
	5.1%
F-Failing Grade	20
	9.3%
Not sure	5
	2.3%
SATISFACTORY GRADE - A OR B OR C	179
	83.3%
Mean	2.98

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

BASE=SAME	215
	100.0%
A=Excellent	98
	45.6%
B=Good	47
	21.9%
C=Average	26
	12.1%
D=Poor	14
	6.5%
F-Failing Grade	26
	12.1%
Not sure	4
	1.9%
SATISFACTORY GRADE - A OR B OR C	171
	79.5%
Mean	2.84

Overall, what grade would you give BBB AUTO LINE?

	2015 Audit
BASE=SAME	215
	100.0%
A=Excellent	93
	43.3%
B=Good	42
	19.5%
C=Average	34
	15.8%
D=Poor	16
	7.4%
F-Failing Grade	27
	12.6%
Not sure	3
	1.4%
SATISFACTORY GRADE - A OR B OR C	169
	78.6%
Mean	2.75

BBB AUTO LINE STAFF EFFORTS-SATISFACTION COMPOSITE

BASE = SAME	A	B	C	D	F	DK	TOTAL
objectivity and fairness	113	31	35	11	20	5	215
	52.6%	14.4%	16.3%	5.1%	9.3%	2.3%	100.0%
efforts to assist you in resolving your claim	98	47	26	14	26	4	215
	45.6%	21.9%	12.1%	6.5%	12.1%	1.9%	100.0%
overall grade	93	42	34	16	27	3	215
	43.3%	19.5%	15.8%	7.4%	12.6%	1.4%	100.0%
COMPOSITE							
	304	120	95	41	73	12	645
	47.1%	18.6%	14.7%	6.4%	11.3%	1.9%	100.0%

Satisfactory Grades (A or B or C):	80.5%	Composite Mean:	2.80
Excluding "DK" responses:	82.0%		2.85

Would you recommend BBB AUTO LINE to friends or family?

	2015 Audit
TOTAL	405
	100.0%
Yes	253
	62.5%
No	138
	34.1%
Not sure	14
	3.5%

	2015 Audit
BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	215
	100.0%
Yes	155
	72.1%
No	54
	25.1%
Not sure	6
	2.8%

V. Florida Audit (Primarily Data)

The general thrust of the results from Florida is similar to the thrust of the results from the national audit. The auditor detected no areas where Florida deviated in a significant way from the national results, and the comments and reasoning expressed in the national survey apply here as well.

In Florida, as in the national sample, the auditor's overall conclusions rely in part on the "E.3" Table. Table V.E.3 shows the combined remedies, for Florida, obtained in both arbitrated and mediated cases. Though the Florida numbers for the survey and BBB AUTO LINE don't match as well as do the comparable numbers in the national survey, they still highlight the extent to which BBB AUTO LINE's mediation and arbitration efforts work in tandem. Despite differences between BBB AUTO LINE statistics and the survey results, the numbers, whichever measure is used, show over 36% of consumers obtaining refunds or replacements, with many others obtaining some relief. Further, while this necessarily involves some speculation, Table V.D.3 in the Florida analysis reported that 50% of the consumers surveyed who withdrew complaints (who weren't included in the percentages noted above) reported that they resolved their situations after filing with BBB AUTO LINE. As with the national population, it's certainly reasonable to speculate that BBB AUTO LINE's presence, if only in the background, contributed to at least some of their resolutions as well.

Additional information is included in Table V.D.6 and V.E.2.c pursuant to Florida-specific audit requirements.

A. PRELIMINARY QUESTIONS

TABLE V.A.1
Year of the vehicle

BASE=TOTAL	150
	100.0%
2006	1
	0.7%
2007	4
	2.7%
2008	2
	1.3%
2009	3
	2.0%
2010	5
	3.3%
2011	4
	2.7%
2012	6
	4.0%
2013	36
	24.0%
2014	55
	36.7%
2015	34
	22.7%

TABLE V.A.2

The BBB AUTO LINE's records show they closed a complaint in 2015 about your <make> vehicle. Is that correct?

BASE=TOTAL	150
	100.0%
Yes	147
	98.0%
No	3
	2.0%

TABLE V.A.3

How many times, if any, did the manufacturer try to repair your vehicle before you filed the complaint?

BASE=TOTAL	150
	100.0%
One	9
	6.0%
Two	10
	6.7%
Three	17
	11.3%
Four or more	92
	61.3%
None	18
	12.0%
Not sure	4
	2.7%

TABLE V.A.4

How did you first learn about BBB AUTO LINE?

BASE=TOTAL	150
	100.0%
Warranty documents	21
	14.0%
Dealer	16
	10.7%
Manufacturer's representative	9
	6.0%
BBB/BBB Website	33
	22.0%
Internet (Other than BBB website)	38
	25.3%
Lawyer	7
	4.7%
Friend/family/word of mouth	18
	12.0%
TV/Radio/Newspaper	1
	0.7%
Not sure/don't recall	7
	4.7%

B. COMPLAINT FORM AND ACCOMPANYING MATERIALS

TABLE V.B.1

After you contacted BBB AUTO LINE, do you recall receiving a claim form and materials or information explaining the Program?

BASE=TOTAL	150
	100.0%
Yes	143
	95.3%
No	2
	1.3%
Not sure	5
	3.3%

TABLE V.B.2

Were the materials and information you received.

BASE=YES TO THE PREVIOUS QUESTION	143
	100.0%
Clear and easy to understand	107
	74.8%
Somewhat clear and easy to understand	22
	15.4%
Difficult to understand	8
	5.6%
Not sure	6
	4.2%

TABLE V.B.3

How helpful were the materials and information you received in preparing you for what would happen in your case? Would you say...

BASE=SAME	143
	100.0%
Very helpful	80
	55.9%
Somewhat helpful	35
	24.5%
Not very helpful	23
	16.1%
Not sure	5
	3.5%

C. TIMING

TABLE V.C.1

According to BBB AUTO LINE records, it took __ days after your complaint was received until your case was either found to be ineligible before you started the mediation and arbitration process, you withdrew your complaint, you reached an agreement with the manufacturer, or an arbitrator decided your case. Does that seem right?

BASE = ELIGIBLE AND NOT WITHDRAWN	90
	100.0%
Yes	79
	87.8%
No	6
	6.7%
Not sure	5
	5.6%

TABLE V.C.2

How long would you say it took for your case either to be found ineligible before arbitration, for you to withdraw your complaint, for you to reach an agreement with the manufacturer, or for an arbitrator to decide your case? Would you say your case:

BASE= NO OR NOT SURE TO PRIOR QUESTION	11
	100.0%
Was resolved WITHIN 40 days	3
	27.3%
Took MORE THAN 40 days to resolve	4
	36.4%
Not sure	4
	36.4%

TABLE V.C.3

Calculated Time Figures

	Techno		BBB AUTO LINE
	All Cases in Base	Excluding “not sure” to prior question	
BASE = ELIGIBLE AND NOT WITHDRAWN	90	86	957
	100.0%	100/0%	100%
Within 40 days	67	63	705
	74.4%	73.3%	73.7%

As noted in the discussion of table IV.C.3, the results of the Florida survey match better to the CBBB national aggregates than the results of the national survey match to the CBBB's national aggregates. This suggests that one source of confusion in the national survey might have been that, to the extent consumer's memories were reliable, they might have applied the "Florida" standard, and assumed the clock started when they first contacted BBB AUTO LINE about their car.

Also, although the auditor doesn't have figures calculated against the base used in this chart, other calculations suggested that consumers acknowledged that at least some of the delays in cases resulted from their own actions.

D. PROCESS FOR RESOLVING CASES

TABLE V.D.1

Was your complaint initially determined to be eligible for the BBB AUTO LINE Program, so that you could proceed with the BBB AUTO LINE's mediation and arbitration processes?

TOTAL	150
	100.0%
Yes	108
	72.0%
No	29
	19.3%
Not sure	13
	8.7%

TABLE V.D.2

Did you withdraw your complaint before BBB AUTO LINE finished its efforts to resolve it, either through a mediated settlement or through arbitration?

BASE=YES TO PREVIOUS QUESTION	108
	100.0%
Yes	16
	14.8%
No	90
	83.3%
Not sure	2
	1.9%

TABLE V.D.3**Did you withdraw your complaint because...**

BASE=YES TO PREVIOUS QUESTION	16	100.0%
The matter was settled or the car was repaired	8	50.0%
The vehicle was sold	1	6.3%
Some other reason	7	43.8%

TABLE V.D.4**After you filed your complaint with BBB AUTO LINE, did you try to settle the complaint through mediation with BBB AUTO LINE staff and/or the manufacturer before starting any arbitration?**

BASE=ELIGIBLE AND NOT WITHDRAWN	90	100.0%
Yes	71	78.9%
No	16	17.8%
Not sure	3	3.3%

TABLE V.D.5**And was your complaint settled in mediation or did it go on to arbitration?**

BASE=YES TO PREVIOUS QUESTION	71	100.0%
Mediation	40	56.3%
Arbitration	26	36.6%
Not sure	5	7.0%

TABLE V.D.6

Summary of results from previous five sections, with comparisons to BBB AUTO LINE figures

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures	Unadjusted BBB AUTO LINE figures for cases involving manufacturers certified in Florida*
BASE=TOTAL	150	1501	1836	1787
	100%	100%	100%	100%
Mediation	40	447	465	463
	26.7%	29.8%	25.3%	25.9%
Arbitration	45	283	492	481
	30.0%	18.8%	26.8%	26.9%
Not sure	5	-	-	
	3.3%	-	-	
SUB-TOTAL	90	730	957	944
	60.0%	48.6%	52.1%	52.8%
Ineligible	29	659	753	720
	19.3%	43.9%	41.0%	40.3%
Withdrawn	16	112	126	123
	10.7%	7.5%	6.8%	6.9%
Not sure	15	-	-	
	10.0%	-	-	
SUB-TOTAL)	60	771	879	843
	40.0%	51.4%	47.9%	47.2%

* Provided pursuant to former Florida Rule 5j-11.010(2)(B).

E. THE RESULTS OF CASES

1. Mediated Cases

TABLE V.E.1.a

Which of the following describes your settlement?

(Multiple replies accepted in survey, so total exceeds 100%)

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=SETTLED IN MEDIATION	40	447	465
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	24	151	162
	60.0%	33.8%	34.8%
Refund of purchase or lease	15	-	-
	37.5%	-	-
Replacement	9	-	-
	22.5%	-	-
REPAIR	3	236	239
	7.5%	52.8%	51.4%
OTHER REMEDY	15	60	64
	37.5%	13.4%	13.8%

TABLE V.E.1.b

After you reached a settlement, did you receive a letter from BBB AUTO LINE describing the terms of the settlement?

BASE=SAME	40
	100.0%
Yes	29
	72.5%
No	5
	12.5%
Not sure	6
	15.0%

TABLE V.E.1.c

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

	Techno		BBB AUTO LINE
	All responses	Omitting “not sure” responses	
BASE=SAME	40	37	465
	100.0%	100.0%	100.0%
Carried out the terms of the settlement within the time specified	30	30	456
	75.0%	81.1%	98.1%
Carried out the terms of the settlement after the time specified	3	3	0
	7.5%	8.1%	
Has not yet carried out the terms of the settlement, but the time to do so has not yet expired	1	1	0
	2.5%	2.7%	
Has not yet carried out the terms of the settlement, and the time to do so has expired	3	3	2
	7.5%	8.1%	0.4%
Not sure	3	-	-
	7.5%	-	-
Cases where BBB AUTO LINE statistics indicated that compliance wasn’t accomplished because of the consumer’s actions (e.g., not making the car available for a repair).	-	-	7
	-	--	1.5%

TABLE V.E.1.d

Did you later talk to BBB AUTO LINE staff and/or receive a letter from them about whether the manufacturer carried out the terms of the settlement?

BASE=SAME	40
	100.0%
Spoke with staff AND got a letter	10
	25.0%
Spoke only	3
	7.5%
Letter only	9
	22.5%
Neither	4
	10.0%
Not sure	14
	35.0%

2. Arbitrated Cases

TABLE V.E.2.a

Did you receive written notice of the scheduled date, time, and place for your arbitration hearing or vehicle inspection?

BASE=ARBITRATION	45
	100.0%
Yes	42
	93.3%
No	2
	4.4%
Not sure	1
	2.2%

TABLE V.E.2.b

After the hearing, did you receive a copy of the arbitrator's decision?

BASE=SAME	45
	100.0%
Yes	41
	91.1%
No	3
	6.7%
Not sure	1
	2.2%

TABLE V.E.2.c

Which of the following best describes the arbitrator's decision?

(Multiple replies accepted in survey, so total exceeds 100%)

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=SAME	45	283	492
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	27	138	188
	60.0%	48.8%	38.2%
Refund of purchase or lease	18	-	
	40.0%	-	
Replacement	9	-	
	20.0%	-	
REPAIR	4	11	14
	8.9%	3.9%	2.8%
OTHER REMEDY	2	8	12
	4.4%	2.8%	2.4%
NO AWARD	14	126	278
	31.1%		

Pursuant to former Florida Rule 5J-11.010(2)(c), BBB AUTO LINE has also broken down the remedies in the 492 Florida arbitrations as follows:

Full repurchase`	151	(30.7%)
Partial repurchase	11	(2.2%)
Replacement	23	(4.7%)
Trade Assist	3	(0.6%)
Repair	14	(2.8%)
No Award	278	(56.1%)

TABLE V.E.2.d
Did you accept the decision?

BASE=ARBITRATION	45
	100.0%
Yes	34
	75.6%
No	10
	22.2%
Not sure	1
	2.2%

	Techno	BBB AUTO LINE
BASE=RECEIVED AN AWARD	31	214
	100.0%	100.0%
Yes	30	169
	96.8%	79.0%
No	1	21/0%
	3.2%	45
Not sure	-	
	-	

Note that the Technometrica figure doesn't include consumers with attorneys, while the BBB AUTO LINE figure includes all cases.

TABLE V.E.2.e

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

	Techno	BBB AUTO LINE
BASE=RECEIVED AN AWARD AND ACCEPTED THE DECISION	30	169
	100.0%	100.0%
Carried out the terms of the decision within the time specified	25	166
	83.3%	98.2%
Carried out the terms of the decision after the time specified	5	
	16.7%	
Has not carried out the terms of the decision but the time to do so has not yet expired		
Has not carried out the terms of the decision and the time to do so has expired		
Not Sure	-	
	-	
Cases where BBB AUTO LINE statistics indicate that compliance wasn't accomplished because of the consumer's actions (e.g., not making the car available for repair)		3
		1.8%

TABLE V.E.2.f

Did the BBB AUTO LINE follow up with you to determine if the manufacturer had complied with the decision?

BASE=SAME	30
	100.0%
Yes	22
	73.3%
No	8
	26.7%

TABLE V.E.3**Combined results for mediated and arbitrated cases****(Multiple replies accepted in survey, so total exceeds 100%)**

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=ARBITRATION/MEDIATION	85	730	957
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	51	289	350
	60.0%	39.6%	36.6%
Refund of purchase or lease	33		
	38.8%		
Replacement	18		
	21.2%		
REPAIR	7	247	253
	8.2%	33.8%	26.4%
OTHER REMEDY	17	68	76
	20.0%	9.3%	7.9%
NO AWARD	14	126	278
	16.5%	17.3%	29.0%

F. SUBSEQUENT STEPS BY CONSUMERS

TABLE IV.F.1

Did you pursue the dispute any further?

	Ineligible cases	Withdrawn cases	Manufacturer hadn't complied with terms of settlement although the time to do so has expired	Manufacturer hadn't complied with arbitrator's decision and the time to do so has expired	Rejected arbitrator's decision
TOTAL	29	16	3	-	10
	100.0%	100.0%	100.0%	-	100.0%
Yes	13	6	-	-	5
	44.8%	37.5%	-	-	50.0%
No	16	10	3	-	5
	55.2%	62.5%	100.0%	-	50.0%

TABLE IV.F.2

Which of the following did you do to pursue the dispute?

(Multiple replies accepted in survey, so total exceeds 100%)

BASE= YES TO PREVIOUS QUESTION	13	6			5
	100.0%	100.0%			100.0%
Recontacted BBB AUTO LINE staff	3	-			-
	23.1%	-			-
Worked out a solution with the manufacturer or dealer	7	3			-
	53.8%	50.0%			-
Contacted legal counsel	1	4			1
	7.7%	66.7%			20.0%
Contacted a government agency	2	3			4
	15.4%	50.0%			80.0%
Something else I haven't mentioned	1	-			-
	7.7%	-			-

G. COMPARING CLAIMS FILED BY CONSUMERS WHO HAVE COUNSEL WITH CLAIMS FILED DIRECTLY BY CONSUMERS

This section, similar to that in prior audits, draws entirely on figures provided by BBB AUTO LINE. The issues are discussed in some detail in Section IV.G.

**TABLE V.G.1
Process for resolving the complaints**

	Claims filed by attorneys on behalf of consumers	Claims filed directly by consumers
Mediation	18	447
	5.4%	29.8%
Arbitration	209	283
	62.4%	8.8%
SUB-TOTAL	227	730
	67.8%	48.6%
Ineligible	94	659
	28.0%	43.9%
Withdrawn	14	112
	4.2%	7.4%
SUB-TOTAL	108	771
	32.2%	51.4%
TOTAL	335	1501
	100.0%	100.0%

TABLES V.G.2
Relief

In mediation

	Claims filed by attorneys on behalf of consumers	Claims filed directly by consumers
TOTAL	18	447
	100.0%	100.0%
Refund or Replacement	11	151
	61.1%	33.8%
Repair	3	236
	16.7%	52.8%
Other award	4	60
	22.2%	13.4%

In arbitration

TOTAL	209	283
	100.0%	100.0%
Refund or Replacement	50	138
	23.9%	48.8%
Repair	3	11
	1.4%	3.9%
Other award	4	8
	1.9%	2.8%
No award	152	126
	72.7%	44.5%

Combined Mediation and Arbitration

TOTAL	227	730
	100.0%	100.0%
Refund or Replacement	61	289
	26.9%	39.6%
Repair	6	247
	2.6%	33.8%
Other award	8	68
	3.5%	9.3%
No award	152	126
	67.0%	17.3%

TABLE V.G.3**A related issue: Mode of presentation in arbitration**

	Cases presented in writing	Cases Presented by telephone	Cases presented in person
TOTAL	184	19	289
	100.0%	100.0%	100.0%
Refund or Replacement	37	7	144
	20.1%	36.8%	49.8%
Repair	2	-	12
	1.1%	-	4.1%
Other Award	4	-	8
	2.2%	-	2.8%
No award	141	12	125
	76.6%	63.2%	43.2%

H. SATISFACTION**TABLES V.H.1****Satisfaction with Arbitrator****How would you grade the arbitrator on understanding the facts of your case?**

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	45	31	14
	100.0%	100.0%	100.0%
A=Excellent	25	24	1
	55.6%	77.4%	7.1%
B=Good	6	2	4
	13.3%	6.5%	28.6%
C=Average	2	1	1
	4.4%	3.2%	7.1%
D=Poor	2	1	1
	4.4%	3.2%	7.1%
F-Failing Grade	10	3	7
	22.2%	9.7%	50.0%
Not sure	-	-	-
SATISFACTORY GRADE - A OR B OR C	33	27	6
	73.3%	87.1%	42.9%
Mean	2.76	3.39	1.36

How would you grade the arbitrator on objectivity and fairness?

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	45	31	14
	100.0%	100.0%	100.0%
A=Excellent	23	23	-
	51.1%	74.2%	
B=Good	5	4	1
	11.1%	12.9%	7.1%
C=Average	2	-	2
	4.4%		14.3%
D=Poor	2	1	1
	4.4%	3.2%	7.1%
F-Failing Grade	13	3	10
	28.9%	9.7%	71.4%
Not sure	-	-	-
SATISFACTORY GRADE - A OR B OR C	30	27	3
	66.7%	87.1%	21.4%
Mean	2.51	3.39	0.57

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	45	31	14
	100.0%	100.0%	100.0%
A=Excellent	24	24	-
	53.3%	77.4%	
B=Good	4	3	1
	8.9%	9.7%	7.1%
C=Average	2	-	2
	4.4%		14.3%
D=Poor	3	1	2
	6.7%	3.2%	14.3%
F-Failing Grade	12	3	9
	26.7%	9.7%	64.3%
Not sure	-	-	-
SATISFACTORY GRADE - A OR B OR C	30	27	3
	66.7%	87.1%	21.4%
Mean	2.56	3.42	0.64

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	45	31	14
	100.0%	100.0%	100.0%
A=Excellent	25	24	1
	55.6%	77.4%	7.1%
B=Good	3	3	-
	6.7%	9.7%	
C=Average	1	-	1
	2.2%		7.1%
D=Poor	3	1	2
	6.7%	3.2%	14.3%
F-Failing Grade	13	3	10
	28.9%	9.7%	71.4%
Not sure	-	-	-
SATISFACTORY GRADE - A OR B OR C	29	27	2
	64.4%	87.1%	14.3%
Mean	2.53	3.42	0.57

ARBITRATOR SATISFACTION COMPOSITE

ARBITRATIONS WITH AN AWARD	A	B	C	D	F	DK	TOTAL
understanding the facts	24	2	1	1	3	0	31
	77.4%	6.5%	3.2%	3.2%	9.7%	0.0%	100.0%
objectivity and fairness	23	4	0	1	3	0	31
	74.2%	12.9%	0.0%	3.2%	9.7%	0.0%	100.0%
reaching an impartial decision	24	3	0	1	3	0	31
	77.4%	9.7%	0.0%	3.2%	9.7%	0.0%	100.0%
coming to a reasoned & well thought-out decision	24	3	0	1	3	0	31
	77.4%	9.7%	0.0%	3.2%	9.7%	0.0%	100.0%
COMPOSITE	95	12	1	4	12	0	124
	76.6%	9.7%	0.8%	3.2%	9.7%	0.0%	100.0%

Satisfactory Grades (A or B or C): 87.1% Composite Mean: 3.40

NO AWARD	A	B	C	D	F	DK	TOTAL
understanding the facts	1	4	1	1	7	0	14
	3.2%	12.9%	3.2%	3.2%	22.6%	0.0%	45.2%
objectivity and fairness	0	1	2	1	10	0	14
	0.0%	3.2%	6.5%	3.2%	32.3%	0.0%	45.2%
reaching an impartial decision	0	1	2	2	9	0	14
	0.0%	3.2%	6.5%	6.5%	29.0%	0.0%	45.2%
coming to a reasoned & well thought-out decision	1	0	1	2	10	0	14
	3.2%	0.0%	3.2%	6.5%	32.3%	0.0%	45.2%
COMPOSITE	2	6	6	6	36	0	56
	3.6%	10.7%	10.7%	10.7%	64.3%	0.0%	100.0%

Satisfactory Grades (A or B or C): 25.0% Composite Mean: 0.79.

(Note that there were no “DK” responses here, so the auditor hasn’t done calculations that exclude DK responses).

TABLE V.H.2 Satisfaction with BBB AUTO LINE staff

How would you grade BBB AUTO LINE staff on objectivity and fairness?

BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	90
	100.0%
A=Excellent	57
	63.3%
B=Good	14
	15.6%
C=Average	8
	8.9%
D=Poor	3
	3.3%
F-Failing Grade	8
	8.9%
Not sure	-
	-
SATISFACTORY GRADE - A OR B OR C	79
	87.8%
Mean	3.21

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

BASE=SAME	90
	100.0%
A=Excellent	62
	68.9%
B=Good	10
	11.1%
C=Average	4
	4.4%
D=Poor	6
	6.7%
F-Failing Grade	8
	8.9%
Not sure	-
	-
SATISFACTORY GRADE - A OR B OR C	76
	84.4%
Mean	3.24

Overall, what grade would you give BBB AUTO LINE?

BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	90
	100.0%
A=Excellent	54
	60.0%
B=Good	15
	16.7%
C=Average	7
	7.8%
D=Poor	7
	7.8%
F-Failing Grade	7
	7.8%
Not sure	-
	-
SATISFACTORY GRADE - A OR B OR C	76
	84.4%
Mean	3.13

BBB AUTO LINE STAFF EFFORTS-SATISFACTION COMPOSITE

	A	B	C	D	F	DK	TOTAL
Q24E-objectivity and fairness	57	14	8	3	8	-	90
	63.3%	15.6%	8.9%	3.3%	8.9%	0.0%	100.0%
Q24F-efforts to assist you in resolving your claim	62	10	4	6	8	-	90
	68.9%	11.1%	4.4%	6.7%	8.9%	0.0%	100.0%
Q24G-overall grade	54	15	7	7	7	-	90
	60.0%	16.7%	7.8%	7.8%	7.8%	0.0%	100.0%
COMPOSITE	173	39	19	16	23	-	270
	64.1%	14.4%	7.0%	5.9%	8.5%	0.0%	100.0%

Satisfactory Grades (A or B or C): 85.6% Composite Mean: 3.20

Would you recommend BBB AUTO LINE to friends or family?

TOTAL	150
	100.0%
Yes	113
	75.3%
No	34
	22.7%
Not sure	3
	2.0%

BASE=ELIGIBLE AND NOT WITHDRAWN	90
	100.0%
Yes	71
	78.9%
No	17
	18.9%
Not sure	2
	2.2%

VI. OHIO AUDIT (PRIMARILY DATA)

As with Florida, the data for Ohio is generally consistent with national results. The primary difference is the high percentages of Ohio cases that attorneys bring on behalf of consumers. As noted previously, these tend to include, for example, a low percentage of mediations, a high percentage of arbitrations, a high percentage of “no awards” and, among cases with awards, a particularly low percentage of resolutions with remedies short of a refund or replacement. Also, and again reflecting the number of cases bought by attorneys, 150 out of 234 Ohio arbitrations in 2015 (64.1% of the total arbitrations in the state), were conducted in writing. So, for Ohio, this magnifies the differences between BBB AUTO LINE’s adjusted calculations (which exclude attorney cases) and its unadjusted calculations (which include them).

As noted above, Technometrica managed to complete surveys with 96 Ohio consumers for this audit, and, to do so, they made attempts (repeated where necessary) to contact all consumers in the state who qualified to take the survey.

And in Ohio, as in the national and Florida audit, the auditor relies in part on the “E.3” Table. Table VI.E.3 shows the combined remedies, for Ohio, obtained in both arbitrated and mediated cases. Whichever of the three metrics are used, at least 26.1% of Ohio consumers who file with BBB AUTO LINE appear to obtain a refund or replacement – and excluding attorney cases, which in Ohio substantially lower these numbers, either of the remaining metrics show at least a 34.0% rate. Similarly, Table V.D.3 in the Ohio analysis reported that 37.5% of the consumers surveyed who withdrew complaints (who weren’t included in the percentages noted above) reported that they resolved their situations after filing with BBB AUTO LINE. As with the other populations, it certainly seems reasonable to speculate that BBB AUTO LINE’s presence, if only in the background, contributed to at least some of their resolutions.

A. PRELIMINARY QUESTIONS

**TABLE VI.A.1:
Year of the vehicle**

BASE=TOTAL	96
	100.0%
2005	2
	2.1%
2006	3
	3.1%
2007	1
	1.0%
2008	3
	3.1%
2009	2
	2.1%
2010	2
	2.1%
2011	5
	5.2%
2012	5
	5.2%
2013	20
	20.8%
2014	29
	30.2%
2015	24
	25.0%

TABLE VI.A.2

The BBB AUTO LINE's records show they closed a complaint in 2015 about your <make> vehicle. Is that correct?

BASE=TOTAL	96
	100.0%
Yes	96
	100.0%
No	-
	-

TABLE VI.A.3

How many times, if any, did the manufacturer try to repair your vehicle before you filed the complaint?

BASE=TOTAL	96
	100.0%
One	10
	10.4%
Two	8
	8.3%
Three	14
	14.6%
Four or more	50
	52.1%
None	10
	10.4%
Not sure	4
	4.2%

TABLE VI.A.4

How did you first learn about BBB AUTO LINE?

BASE=TOTAL	96
	100.0%
Warranty documents	11
	11.5%
Dealer	18
	18.8%
Manufacturer's representative	2
	2.1%
BBB/BBB Website	10
	10.4%
Internet (Other than BBB website)	17
	17.7%
Lawyer	11
	11.5%
Friend/family/word of mouth	20
	20.8%
TV/Radio/Newspaper	2
	2.1%
Not sure/don't recall	5
	5.2%

B. COMPLAINT FORMS AND ACCOMPANYING MATERIALS

TABLE VI.B.1

After you contacted BBB AUTO LINE, do you recall receiving a claim form and materials or information explaining the Program?

BASE=TOTAL	96
	100.0%
Yes	91
	94.8%
No	5
	5.2%
Not sure	-
	-

TABLE VI.B.2

Were the materials and information you received...

BASE=YES TO THE PREVIOUS QUESTION	91
	100.0%
Clear and easy to understand	72
	79.1%
Somewhat clear and easy to understand	16
	17.6%
Difficult to understand	3
	3.3%
Not sure	-
	-

TABLE VI.B.3

How helpful were the materials and information you received in preparing you for what would happen in your case? Would you say...

BASE= SAME	91
	100.0%
Very helpful	43
	47.3%
Somewhat helpful	30
	33.0%
Not very helpful	17
	18.7%
Not sure	1
	1.1%

C. TIMING

TABLE VI.C.1

According to BBB AUTO LINE records, it took __ days after your complaint was received until your case was either found to be ineligible before you started the mediation and arbitration process, you withdrew your complaint, you reached an agreement with the manufacturer, or an arbitrator decided your case. Does that seem right?

BASE = ELIGIBLE AND NOT WITHDRAWN	61
	100.0%
Yes	51
	83.6%
No	6
	9.8%
Not sure	4
	5.6%

TABLE VI.C.2

How long would you say it took for your case either to be found ineligible before arbitration, for you to withdraw your complaint, for you to reach an agreement with the manufacturer, or for an arbitrator to decide your case? Would you say your case:

BASE=NO OR NOT SURE TO PRIOR QUESTION	10
	100.0%
Was resolved WITHIN 40 days	4
	40.0%
Took MORE THAN 40 days to resolve	6
	60.0%
Not sure	-
	-

TABLE VI.C.3

Calculated Time Figures

	Techno	BBB AUTO LINE
BASE= ELIGIBLE AND NOT WITHDRAWN	61	356
	100.0%	100.0%
Within 40 days	39	283
	63.9%	79.5%

The “within 40 days” figure includes consumers who confirmed BBB AUTO LINE records to that effect or offered a qualifying number of their own. Also, while the auditor doesn’t have figures calculated against the base used in this chart, other calculation suggest that, in nearly 20% of “untimely” cases, consumers identified their own actions as a source of delay.

D. PROCESS FOR RESOLVING CASES

TABLE VI.D.1

Was your complaint initially determined to be eligible for the BBB AUTO LINE Program, so that you could proceed with the BBB AUTO LINE's mediation and arbitration processes?

BASE = TOTAL	96
	100.0%
Yes	69
	71.9%
No	20
	20.8%
Not sure	7
	7.3%

TABLE VI.D.2

Did you withdraw your complaint before BBB AUTO LINE finished its efforts to resolve it, either through a mediated settlement or through arbitration?

BASE=YES TO PREVIOUS QUESTION	69
	100.0%
Yes	8
	11.6%
No	61
	88.4%
Not sure	-
	-

TABLE VI.D.3

Did you withdraw the complaint because...

BASE=YES TO PREVIOUS QUESTION	8
	100.0%
The matter was settled or the car was repaired	3
	37.5%
The vehicle was sold	1
	12.5%
Some other reason	4
	50.0%

TABLE VI.D.4

After you filed your complaint with BBB AUTO LINE, did you try to settle the complaint through mediation with BBB AUTO LINE staff and/or the manufacturer before starting any arbitration?

	Techno
BASE=ELIGIBLE AND NOT WITHDRAWN	61 100.0%
Yes	44 72.1%
No	15 24.6%
Not sure	2 3.3%

TABLE VI.D.5

And was your complaint settled in mediation or did it go on to arbitration?

	Techno
BASE=YES TO PREVIOUS QUESTION	44 100.0%
Mediation	21 47.7%
Arbitration	21 47.7%
Not sure	2 4.5%

TABLE VI.D.6

Summary of results from previous five sections, with comparisons to BBB AUTO LINE figures

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	BBB AUTO LINE figures, all cases
BASE=TOTAL	96	308	507
	100%	100%	100%
Mediation	21	116	122
	22%	37.7%	24.1%
Arbitration	38	78	234
	40%	25.3%	46.2%
Not sure	2	-	
	2%	-	
SUB-TOTAL	61	194	356
	64%	63.0%	70.2%
Ineligible	20	88	103
	21%	28.6%	20.3%
Withdrawn	8	26	48
	8%	8.4%	9.5%
Not sure	7	-	
	7%	-	
SUB-TOTAL	35	114	151
	36%	37%	29.8%

E. THE RESULTS OF CASES

1. Mediated cases

TABLE VI.E.1.a

Which of the following describes your settlement?

(Multiple replies accepted in survey, so total exceeds 100%)

	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=SETTLED IN MEDIATION	21 100.0%	116	122 100.0%
REFUND/REPLACEMENT	12 57.1%	38 32.8%	43 35.2%
Refund of purchase or lease	7 33.3%	- -	- -
Replacement	5 23.8%	- -	- -
REPAIR	4 19.0%	56 48.3%	57 46.7%
OTHER REMEDIES	7 44.3%	22 19.0%	22 18.0%

TABLE VI.E.1.b

After you reached a settlement, did you receive a letter from BBB AUTO LINE describing the terms of the settlement?

BASE=SAME	21 100.0%
Yes	13 61.9%
No	5 23.8%
Not sure	3 14.3%

TABLE VI.E.1.c

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

	2015 Audit		
	Techno	Techno figures, omitting “not sure” responses	BBB AUTO LINE figures, all cases
BASE=SETTLED IN MEDIATION	21	20	122
	100.0%	100.0%	100.0%
Carried out the terms of the settlement within the time specified	16	16	119
	76.2%	80%	97.6%
Carried out the terms of the settlement after the time specified	2	2	
	9.5%	10%	
Has not yet carried out the terms of the settlement, but the time to do so has not yet expired	1	1	
	4.8%	5%	
Has not yet carried out the terms of the settlement, and the time to do so has expired	1	1	
	4.8%	5%	
Cases where BBB AUTO LINE statistics indicate that compliance wasn’t accomplished because of the consumer’s actions (e.g., not making the car available for repair)	n/a	n/a	3
	n/a	n/a	2.4%
Not sure	1		
	4.8%		

TABLE VI.E.1.d

Did you later talk to BBB AUTO LINE staff and/or receive a letter from them about whether the manufacturer carried out the terms of the settlement?

BASE=SETTLED IN MEDIATION	21
	100.0%
Spoke with staff AND got a letter	5
	23.8%
Spoke only	3
	14.3%
Letter only	6
	28.6%
Neither	3
	14.3%
Not sure	4
	19.0%

2. Arbitrated Cases

TABLE VI.E.2.a

Did you receive written notice of the scheduled date, time, and place for your arbitration hearing or vehicle inspection?

BASE=ARBITRATION	38
	100.0%
Yes	36
	94.7%
No	1
	2.6%
Not sure	1
	2.6%

TABLE VI.E.2.b

After the hearing, did you receive a copy of the arbitrator's decision?

BASE=SAME	38
	100.0%
Yes	34
	89.5%
No	3
	7.9%
Not sure	1
	2.6%

TABLE VI.E.2.c

Which of the following best describes the arbitrator's decision?

(Multiple replies accepted in survey, so total exceeds 100%)

	2015 Audit		
	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	BBB AUTO LINE figures, all cases
BASE=ARBITRATION	38	78	234
	100.0%	100.0%	100.0%
REFUND/REPLACEMENT	12	28	50
	31.6%	35.9%	21.4%
Refund of purchase or lease	9	-	-
	23.7%	-	-
Replacement	4	-	-
	10.5%	-	-
REPAIR	5	6	25
	13.2%	7.7%	10.7%
OTHER REMEDY	2	7	10
	2.6%	9.0%	4.3%
NO AWARD	19	37	149
	50.0%	47.4%	63.7%

TABLE VI.E.2.d
Did you accept the decision?

BASE=ARBITRATION	38
	100.0%
Yes	20
	52.6%
No	18
	47.4%
Not sure	-
	-

	Techno	BBB AUTO LINE
BASE=RECEIVED AN AWARD	19	85
	100.0%	100.0%
Yes	14	52
	73.7%	61.2%
No	5	33
	26.3%	38.8%
Not sure	-	
	-	

Note that the Technometrica survey doesn't include consumers who had attorneys, while the BBB AUTO LINE figures include all consumers.

TABLE VI.E.2.e

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

	Techno	BBB AUTO LINE
BASE=RECEIVED AN AWARD AND ACCEPTED THE DECISION	14 100.0%	52 100.0%
Carried out the terms of the decision within the time specified	13 92.9%	49 94.2%
Carried out the terms of the decision after the time specified	1 7.1%	
Has not yet carried out the terms of the decision but the time to do so has not yet expired		2 3.8%
Has not yet carried out the terms of the decision and the time to do so has expired		
Cases where BBB AUTO LINE statistics indicate that compliance wasn't accomplished because of the consumer's actions (e.g., not making the car available for repair)	n/a n/a	1 1.9%

TABLE VI.E.2.f

**Did the BBB AUTO LINE follow up with you to determine if the manufacturer had
complied with the decision?**

BASE=RECEIVED AN AWARD AND ACCEPTED THE DECISION	14 100.0%
Yes	9 64.3%
No	2 14.3%
Not sure	3 21.4%

TABLE VI.E.3**Combined results for mediated and arbitrated cases****(Multiple responses accepted in survey, so total exceeds 100%)**

	2015 Audit		
	Techno	BBB AUTO LINE figures, excluding cases with attorney representation	Unadjusted BBB AUTO LINE figures
BASE=ARBITRATION/MEDIATION	59 100.0%	194 100.0%	356 100.0%
REFUND/REPLACEMENT	24 40.7%	66 34.0%	93 26.1%
Refund of purchase or lease	16 27.1%	- -	- -
Replacement	9 15.3%	- -	- -
REPAIR	9 15.3%	62 32.0%	82 23.0%
OTHER REMEDY	9 15.3%	29 14.9%	32 9.0%
NO AWARD	19 32.2%	37 19.1%	149 41.9%

F. SUBSEQUENT STEPS BY CONSUMERS

TABLE IV.F.1

Did you pursue the dispute any further?

	Ineligible cases	Withdrawn cases	Manufacturer hadn't complied with terms of settlement although the time to do so has expired	Manufacturer hadn't complied with arbitrator's decision and the time to do so has expired	Rejected arbitrator's decision
TOTAL	20	8	1	1	18
	100.0%	100.0%	100.0%	100.0%	100.0%
Yes	5	2	-	-	9
	25.0%	25.0%	-	-	50.0%
No	15	6	1	1	9
	75.0%	75.0%	100.05	100.0%	50.0%

TABLE IV.F.2

Which of the following did you do to pursue the dispute?

(Multiple replies accepted, so total exceeds 100%).

BASE= YES TO PREVIOUS QUESTION	5	2			
	100.0%	100.0%			
Recontacted BBB AUTO LINE staff	2	-			1
	40.0%	-			11.1%
Worked out a solution with the manufacturer or dealer	2	-			3
	40.0%	-			33.3%
Contacted legal counsel	1	2			5
	20.0%	100.0%			55.6%
Contacted a government agency	2	-			-
	40.0%	-			-
Something else I haven't mentioned	-	-			-
	-	-			-

**G. CLAIMS FILED BY CONSUMERS WHO HAD COUNSEL
COMPARED TO CLAIMS FILED DIRECTLY BY CONSUMERS**

This section, similar to that in prior audits, draws entirely on figures provided by BBB AUTO LINE. As noted above, Ohio has a particularly high percentage of claims filed by consumers.

**TABLE VI.G.1
Process for resolving the complaints**

	Claims filed by attorneys on behalf of consumers	Claims filed directly by consumers
Mediation	6	116
	3.0%	37.7%
Arbitration	156	78
	78.4%	25.3%
SUB-TOTAL	162	194
	81.4%	63.0%
Ineligible	15	88
	7.6%	28.6%
Withdrawn	22	26
	11.1%	8.4%
SUB-TOTAL	37	114
	18.6%	37.0%
TOTAL	199	308
	100%	100%

**TABLES VI.G.2
Relief**

In mediation

	Claims filed by attorneys on behalf of consumers	Claims filed directly by consumers
TOTAL	6 100.0%	116 100.0%
Refund or Replacement	5 83.3%	38 32.8%
Repair	1 16.7%	56 48.3%
Other award		22 19.0%

In arbitration

TOTAL	156 100.0%	78 100.0%
Refund or Replacement	22 14.1%	28 35.9%
Repair	19 12.2%	6 7.7%
Other award	3 1.9%	7 9.0%
No award	112 71.8%	37 47.4%

Combined Mediation and Arbitration

TOTAL	162 100.0%	194 100.0%
Refund or Replacement	27 16.7%	66 34.0%
Repair	20 12.3%	62 32.0%
Other award	3 1.9%	29 14.9%
No award	112 69.1%	37 19.1%

TABLE VI.G.3**A related issue: Mode of presentation in arbitration**

	Cases presented in writing	Cases Presented by telephone	Cases presented in person
TOTAL	150	1	83
	100.0%	100.0%	100.0%
Refund or Replacement	19		31
	12.7%		37.3%
Repair	17		8
	11.3%		9.6%
Other Award	3		7
	2.0%		8.4%
No award	111	1	37
	74.0%	100.0%	44.6%

See the discussions in Section IV.G and in the introduction to Section VI.

H. SATISFACTION

TABLES VI.H.1 Satisfaction with Arbitrator

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	38	19	19
	100.0%	100.0%	100.0%
A=Excellent	15	13	2
	39.5%	68.4%	10.5%
B=Good	5	3	2
	13.2%	15.8%	10.5%
C=Average	8	-	8
	21.1%		42.1%
D=Poor	3	-	3
	7.9%		15.8%
F-Failing Grade	6	2	4
	15.8%	10.5%	21.1%
Not sure	1	1	-
	2.6%	5.3%	
SATISFACTORY GRADE - A OR B OR C	28	16	12
	73.7%	84.2%	63.2%
Mean	2.54	3.39	1.74

How would you grade the arbitrator on objectivity and fairness?

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	38	19	19
	100.0%	100.0%	100.0%
A=Excellent	15	13	2
	39.5%	68.4%	10.5%
B=Good	4	1	3
	10.5%	5.3%	15.8%
C=Average	6	1	5
	15.8%	5.3%	26.3%
D=Poor	5	-	5
	13.2%		26.3%
F-Failing Grade	7	3	4
	18.4%	15.8%	21.1%
Not sure	1	1	-
	2.6%	5.3%	
SATISFACTORY GRADE - A OR B OR C	25	15	10
	65.8%	78.9%	52.6%
Mean	2.41	3.17	1.68

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	38	19	19
	100.0%	100.0%	100.0%
A=Excellent	15	14	1
	39.5%	73.7%	5.3%
B=Good	2	-	2
	5.3%		10.5%
C=Average	5	-	5
	13.2%		26.3%
D=Poor	5	2	3
	13.2%	10.5%	15.8%
F-Failing Grade	8	2	6
	21.1%	10.5%	31.6%
Not sure	3	1	2
	7.9%	5.3%	10.5%
SATISFACTORY GRADE - A OR B OR C	22	14	8
	57.9%	73.7%	42.1%
Mean	2.31	3.22	1.35

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

	ARBITRATED	AWARD	NO AWARD
BASE=ARBITRATED CASES	38	19	19
	100.0%	100.0%	100.0%
A=Excellent	14	13	1
	36.8%	68.4%	5.3%
B=Good	2	1	1
	5.3%	5.3%	5.3%
C=Average	2	-	2
	5.3%		10.5%
D=Poor	10	2	8
	26.3%	10.5%	42.1%
F-Failing Grade	9	2	7
	23.7%	10.5%	36.8%
Not sure	1	1	-
	2.6%	5.3%	
SATISFACTORY GRADE - A OR B OR C	18	14	4
	47.4%	73.7%	21.1%
Mean	2.05	3.17	1.00

ARBITRATOR SATISFACTION COMPOSITE

2015 AUDIT: WITH AWARD	A	B	C	D	F	DK	TOTAL
understanding the facts	13	3	0	0	2	1	19
	68.4%	15.8%	0.0%	0.0%	10.5%	5.3%	100.0%
objectivity and fairness	13	1	1	0	3	1	19
	68.4%	5.3%	5.3%	0.0%	15.8%	5.3%	100.0%
reaching an impartial decision	14	0	0	2	2	1	19
	73.7%	0.0%	0.0%	10.5%	10.5%	5.3%	100.0%
coming to a reasoned & well thought-out decision	13	1	0	2	2	1	19
	68.4%	5.3%	0.0%	10.5%	10.5%	5.3%	100.0%
COMPOSITE	53	5	1	4	9	4	76
	69.7%	6.6%	1.3%	5.3%	11.8%	5.3%	100.0%

Satisfactory Grades (A or B or C)	77.6%	Composite Mean:	3.07
Excluding “DK” responses:	81.9%		3.24

2015 AUDIT: NO AWARD	A	B	C	D	F	DK	TOTAL
understanding the facts	2	2	8	3	4	0	19
	10.5%	10.5%	42.1%	15.8%	21.1%	0.0%	100.0%
objectivity and fairness	2	3	5	5	4	0	19
	10.5%	15.8%	26.3%	26.3%	21.1%	0.0%	100.0%
reaching an impartial decision	1	2	5	3	6	2	19
	5.3%	10.5%	26.3%	15.8%	31.6%	10.5%	100.0%
coming to a reasoned & well thought-out decision	1	1	2	8	7	0	19
	5.3%	5.3%	10.5%	42.1%	36.8%	0.0%	100.0%
COMPOSITE	6	8	20	19	21	2	76
	7.9%	10.5%	26.3%	25.0%	27.6%	2.6%	100.0%

Satisfactory Grades (A or B or C)	44.7%	Composite Mean:	1.41
Excluding “DK” responses:	45.9%		1.45

TABLE VI.H.2 Satisfaction with BBB AUTO LINE staff

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

BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	61
	100.0%
A=Excellent	31
	50.8%
B=Good	13
	21.3%
C=Average	7
	11.5%
D=Poor	3
	4.9%
F-Failing Grade	5
	8.2%
Not sure	2
	3.3%
SATISFACTORY GRADE - A OR B OR C	51
	83.6%
Mean	3.05

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

BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	61
	100.0%
A=Excellent	30
	49.2%
B=Good	12
	19.7%
C=Average	7
	11.5%
D=Poor	3
	4.9%
F-Failing Grade	7
	11.5%
Not sure	2
	3.3%
SATISFACTORY GRADE - A OR B OR C	49
	80.3%
Mean	2.93

Overall, what grade would you give BBB AUTO LINE?

BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	61
	100.0%
A=Excellent	28
	45.9%
B=Good	12
	19.7%
C=Average	12
	19.7%
D=Poor	1
	1.6%
F-Failing Grade	8
	13.1%
Not sure	-
	-
SATISFACTORY GRADE - A OR B OR C	52
	85.2%
Mean	2.84

BBB AUTO LINE STAFF SATISFACTION COMPOSITE

	A	B	C	D	F	DK	TOTAL
objectivity and fairness	31	13	7	3	5	2	61
	50.8%	21.3%	11.5%	4.9%	8.2%	3.3%	100.0%
efforts to assist you in resolving your claim	30	12	7	3	7	2	61
	49.2%	19.7%	11.5%	4.9%	11.5%	3.3%	100.0%
overall grade	28	12	12	1	8	-	61
	45.9%	19.7%	19.7%	1.6%	13.1%	0.0%	100.0%
COMPOSITE	89	37	26	7	20	4	183
	48.6%	20.2%	14.2%	3.8%	10.9%	2.2%	100.0%

Satisfactory Grades (A or B or C)	83.1%	Composite Mean:	2.87
Excluding "DK" responses:	84.9%		2.94

Would you recommend BBB AUTO LINE to friends or family?

	2015 Audit
TOTAL	96
	100.0%
Yes	60
	62.5%
No	34
	35.4%
Not sure	2
	2.1%

	2015 Audit
BASE=THOSE DEEMED ELIGIBLE AND NOT WITHDRAWN	61
	100.0%
Yes	41
	67.2%
No	18
	29.5%
Not sure	2
	3.3%