Lotus - California

Lotus Cars USA, Inc. has agreed to arbitrate certain warranty claims not covered by the California lemon law (Song-Beverly Consumer Warranty Act). The following Program Summary describes how BBB AUTO LINE applies to claims not covered by the California lemon law.

Time Period For Filing Claims
Claims must be received by BBB AUTO LINE within 3 years or 36,000 miles – whichever comes first – from the date of the vehicle’s initial retail delivery.

Eligible Claims
Claims must be based on a defect in the vehicle’s material or workmanship that is covered by the Lotus Cars USA New Vehicle Limited Warranty.

Eligible Vehicles
The customer’s vehicle must be:
♦ Owned or leased in the name of an individual, or used primarily for personal, family, or household purposes; and
♦ Covered by a warranty issued by Lotus Cars USA, Inc.

Remedies For Warranty Claims
The arbitrator may award the following remedies:
♦ Repairs.
♦ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Lotus Cars USA New Vehicle Limited Warranty.

Repairs/Reimbursement For Repairs
The arbitrator may award repairs to, or reimbursement for money paid for the repair of, defects in material or workmanship covered by the Lotus Cars USA New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle’s options or its design.

CLAIMS THAT WILL NOT BE ARBITRATED
♦ Claims involving salvaged or “total loss” vehicles, or vehicles otherwise not covered by a Lotus Cars USA New Vehicle Warranty.
♦ Claims alleging that an airbag failed to deploy or deployed when it should not have.
Claims covered by insurance or by warranties of other manufacturers.

Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused an accident or fire that resulted in damage to any vehicle or damage to property.

Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused bodily injury.

Allegations of fraud or other violations of law.

Claims seeking punitive damages or compensation for legal fees, loss of wages, personal injury or mental anguish.

Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Lotus.

OTHER IMPORTANT INFORMATION

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

If the customer files suit or a state administrative action against Lotus prior to the completion of the arbitration process, Lotus will not be obligated to continue with the arbitration.

A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state’s minimum requirements.

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