SERVICE POLICIES & PROCEDURES MANUAL

Table of Contents

Section 16: Consumer Affairs

16.0	Consumer Affairs
16.1	Introduction Consumer Affairs
16.2	Consumer Assistance Center
16.3	Consumer Concern Tracking System
16.4	Better Business Bureau Auto Line (BBB)
16.5	Dealer Repair and Documentation Procedures

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 1 of 29				
4 17 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

16.0 Consumer Affairs

16.1 Introduction Consumer Affairs

Kia's Consumer Affairs strategy has been developed around the theory that you, "the Kia Dealer," play a major role in the customer satisfaction success of the Kia Company and brand.

This "grassroots" theory recognizes that as an authorized Kia Dealer, you are in the position of greatest responsibility for handling consumer concerns and are best equipped to resolve such concerns when they arise. KUS's National, Regional and Consumer Assistance Centers are responsible for providing support and guidance to strengthen your capabilities for handling a concern when it first arises.

The end product of assisting a consumer is Customer Satisfaction – in turn leading to repeat car sales, service and parts volume. Research has shown that consumers who have been satisfied by the way their concern was handled are 20 times more likely to repurchase our products.

Effective consumer relations achieve customer satisfaction by addressing the way that consumers are TREATED, not necessarily by what they are given.

The goals of the consumer are the same as yours:

- o First time, honest concern resolution
- Prompt action
- Courteous treatment
- Demonstrated concern for the situation
- Fair price for the work performed

Consumers expect to have these goals met at the Dealership. Therefore, Kia feels that everyone's needs are best served by having a customer relations manager at your dealership. Having a person responsible for customer relations creates a focal point in your Dealership for concern resolution and interaction with Kia's Regional and National office.

Our goal is to make it possible for our consumers to receive satisfaction as quickly and easily as possible. The following policy and procedural guidelines will help you fulfill your responsibilities in this area. Following these guidelines will help all of us achieve the highest level of customer satisfaction.

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 2 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

16.2 Consumer Assistance Center

The Consumer Assistance Center and Roadside Assistance Center are part of Kia's customer care strategy. Four basic services are provided:

- 1. Roadside Assistance* for covered vehicles
- 2. Product and Dealer inquiry assistance
- 3. Concern and inquiry assistance
- 4. Sales lead follow-up

16.2.1 Exclusive, Toll-Free Kia Assistance Line 1-800-333-4KIA (4542)

Kia customers can utilize the toll-free Kia Assistance Line at any time.

Roadside Assistance (tire change, out of gas, lockout, dead battery, towing, and trip interruption assistance, if necessary) is available to assist customers 24 hours per day, 365 days per year.

The Kia Consumer Assistance Center is open Monday through Friday, 5 AM to 6 PM, Pacific Standard Time. Representatives are familiar with the Kia vehicle line and serve as consumer advocates to assist in the resolution of specific concerns (e.g., warranty and maintenance inquiries, accessory inquiries and complaint resolution).

16.2.2 Emergency Roadside Assistance

In the event of a mechanical disablement (non-accident related) involving a Kia vehicle, Kia motorists may call the above toll-free Kia Assistance Line anytime, day or night, for Roadside Assistance.

Roadside Assistance is provided on all new Kia model vehicles from the date the vehicle is delivered to the first retail buyer or otherwise put into use (in-service date), whichever is earlier.

2006 to present model vehicles are covered for a period of 60 months or 60,000 miles, whichever is earlier, subject to the terms, conditions and exclusions set forth by Kia America.

^{*24-}hour Roadside Assistance is a service plan provided by Kia America, Inc. Certain restrictions apply.

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 3 of 29				
4 /3 /4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

Roadside Assistance applies to the vehicle, not the owner. It covers both warrantable repairs and assistance, which would not typically be covered under warranty (e.g., jump start, out of gas assistance etc.). More information regarding the services available under Kia's Roadside Assistance program is available in the Kia vehicle's Owner's Manual and Warranty and Consumer Information Manual.

These services generally include:

- Towing to the nearest authorized Kia Dealer or an Alternative Service Location (ASL) in the event of a mechanical disablement (non-accident related)
- Out of gas assistance (Out of gas assistance is limited to a maximum of 2 times per year and a maximum of 2 gallons of gasoline)*
- Flat tire assistance* a roadside assistance provider will change a flat tire providing the customer has a good spare. If the vehicle is equipped with a Tire Mobility Kit (TMK), the provider will inflate the flat tire or tow the vehicle if needed to the nearest authorized Kia Dealer or ASL
- Jump start assistance*
- Lock-out assistance*
- Trip interruption expense benefits (see 16.2.5 for more information). In the event a warranty-related disablement occurs more than 150 miles from home and the repairs require more than 24-hours to complete. Reimbursement is limited to \$100 per day for a maximum of three days per incident.

Fleet vehicles are excluded from Kia's Roadside Assistance benefits while in fleet service. Any subsequent retail buyers are eligible for Kia's Roadside Assistance benefits for the balance of the coverage period.

16.2.3 24-Hour Emergency Towing/Service to the nearest authorized Kia Dealer

In the event of a Kia vehicle disablement (non-accident related) the vehicle will be towed to the nearest authorized Kia Dealer or ASL at no charge to the customer.

In the event the disablement occurs after hours, weekends, holidays, etc., the vehicle will be towed and stored by a Kia-approved vendor and taken to the nearest authorized Kia Dealer or ASL on the morning of the next business day.

^{*}Roadside services are limited to a maximum of \$75 per occurrence.

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 4 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

In the event that a Kia vehicle is towed to your Dealership, a fax notification will be sent to the service department to advise of owner, vehicle information, and reason for the tow.

If the service department fax number for your Dealership is incorrect, contact your DPSM.

TOWING REIMBURSEMENT: In the event that the customer did not contact Kia's Roadside Assistance to have the vehicle towed, for a warrantable repair, the Kia Dealer should reimburse the customer for the towing charges.

Add the towing charges to the warranty claim as a sublet. Towing exceeding \$100 will require a DPSM's PWA. Towing will not be reimbursed if a warrantable repair claim is not submitted or if the towing was for the return of the vehicle to the owner (reunite).

Damage Claim Process:

1. In the event a customer believes their vehicle was damaged by a tow provider, a claim must be filed by the customer (or you on behalf of the customer) as soon as the damage is discovered.

Note: You do not have to contact your DPSM before or after filing a claim.

- 2. To file a claim the Kia Consumer Assistance Center (KCAC) (800) 333-4542 is contacted. A clarify case is opened and sent to Agero's Incident Management Team (IMT) (Kia's Roadside partner) for processing.
- 3. The following information is needed when filing a damage claim:
 - Customer name
 - VIN
 - Mileage
 - Can the vehicle be driven
 - Date of service
 - Type of service (i.e., tow, jump, lockout etc.)
 - Customer phone number used for Roadside service
 - Description of what happened/damage
- 4. The claim is assigned to an IMT representative; customer and dealer are called back within 48 hours of receipt of claim for statement, photos, and estimate of repairs. If contact is not made on the initial call, 2 follow-up calls are made. If there is still no contact, a letter is sent.
- 5. If claim is denied, a final resolution letter is sent to the customer, the dealer is contacted if necessary, and the case is closed.

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 5 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

6. If claim is approved, a final resolution letter is sent to the customer, customer is sent payment, or vehicle is repaired at dealer and dealer's invoice is paid.

16.2.4 Alternate Service Locations (ASL)

In the event of a Kia vehicle disablement (non-accident) the vehicle will be towed to the nearest authorized ASL if a Kia Dealer is further from the disablement site. If the vehicle requires major repairs, it will then be towed from the ASL to the nearest Kia Dealer.

16.2.5 Trip Interruption Assistance

Trip interruption expense benefits are provided in the event that a warranty related disablement occurs more than 150 miles from the customer's home and the repairs require more than 24-hours to complete. Reasonable reimbursement is included for meals, lodging, or rental car expenses. Trip interruption coverage is limited to \$100 per day subject to a three-day maximum limit per incident. Insurance deductibles, expenses, and claims paid by an insurance company or other providers are not eligible for reimbursement.

Additionally, fleet vehicles are excluded from reimbursement under Kia's Trip Interruption Policy.

To file a claim, inform the customer to send receipts and repair invoice to:

Kia Claims

PO Box 9145

Medford, MA 02155

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 6 of 29				
4 /3 /4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

16.2.6 Kia Consumer Assistance Center-Call Handling

The Kia Consumer Assistance Center is open Monday through Friday, 5 AM to 6 PM, Pacific Standard Time. Representatives are familiar with the Kia vehicle line and serve as consumer advocates to assist in the resolution of specific concerns (e.g., warranty and maintenance inquiries, accessory inquiries and complaint resolution).

In an effort to provide proactive complaint resolution assistance to Kia customers, Kia Consumer Assistance Center representatives may contact

Dealership service staff directly to discuss certain customer situations. If necessary, representatives can also contact DPSMs for assistance.

All parties involved (Dealership, Consumer Assistance Center representatives and DPSM) should work together to develop a fair and equitable resolution to customer issues or concerns.

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 7 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

16.2.7 Kia Service Alert

Effective June 17, 2013, Kia Dealers have the option to create an electronic Service Alert notification when opening a Technical Assistance Center (Tech Line) case OR to update an existing Tech Line case. Kia Dealers will need to select if the vehicle meets the Service Alert criteria as stated below prior to the system allowing creation of the Tech Line case.

Kia Dealers are required to notify KUS of any Kia vehicles (i.e. warranty repair, customer pay type repair, used vehicle, rental vehicle, fleet vehicle, company vehicle, body shop vehicle, etc.) that are presently out of service and meet either or both of the following criteria:

- More than 5 days out of service still unrepaired; or
- 2nd visit for the same concern during any applicable warranty period while or after establishing a Technical Assistance Center case.

This procedure is designed to allow KUS to proactively provide additional support to authorized Kia Dealers and affected customers with respect to repair of their Kia vehicles.

<u>Kia Dealers should be reviewing their "Work in Progress" or "Open RO"</u> reports (as applicable depending on their Dealership Management System i.e. Reynolds, ADP, etc.) DAILY to identify vehicles that meet one or both of the criteria noted above.

Kia Dealers that fail to follow this procedure may be held responsible for any costs or other harm, as allowed by law, incurred by KUS with respect to any Kia vehicle that fall within such criteria.

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 8 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

Dealer Service departments can now create a Service Alert case when the Service Technician creates a routine Tech Line case as shown below.

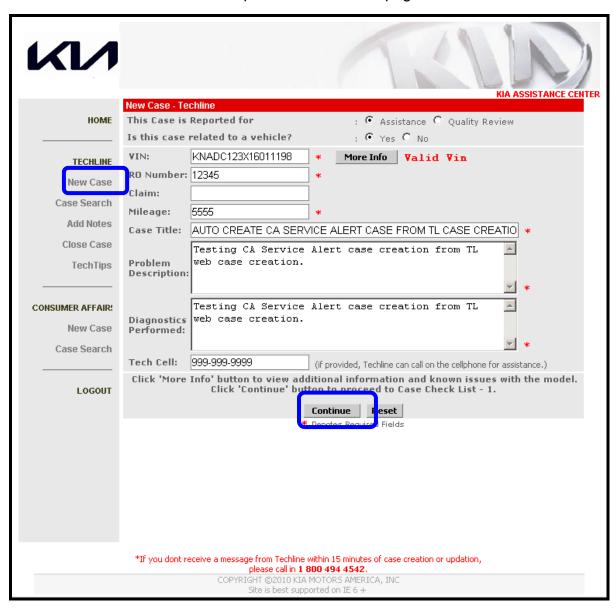
1. Login page for TL case creation by a dealer technician:

	TECHLINE - KU AUTHORIZATION					
	Enter KU Login ID : tech Verify your password :					
	LOGIN CANCEL New User ? Register at Klauniversity.com					
	146W OSGI : I LEGISTEI METNAGIIIVOISITY.SSIII					
Once you have created your case and rec	Attention: Technicians a process change that requires all Techline cases to be opened eived a case number you may call Techline and speak directly t s change has caused and thank you for your patience as we ad	o a Techline agent or work your case online.				
Beginning 06-01-2010 the	extending its hours of operation to provide better service for our new hours of operation will be 8:00AM to 7:30PM EST or o 3:30PM EST or 11:30AM to 12:30PM PST however web	5:00AM to 4:30PM PST.				
Techline Phone number: 1 800-494-4542 Note: Please have your case number when calling.						
	INSTRUCTION FOR FIRST TIME USER	8				
	COPYRIGHT ©2010 KIA MOTORS AMERICA, INC Site is best supported on IE 6 +					

KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 9 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

2. New TL Case Creation:

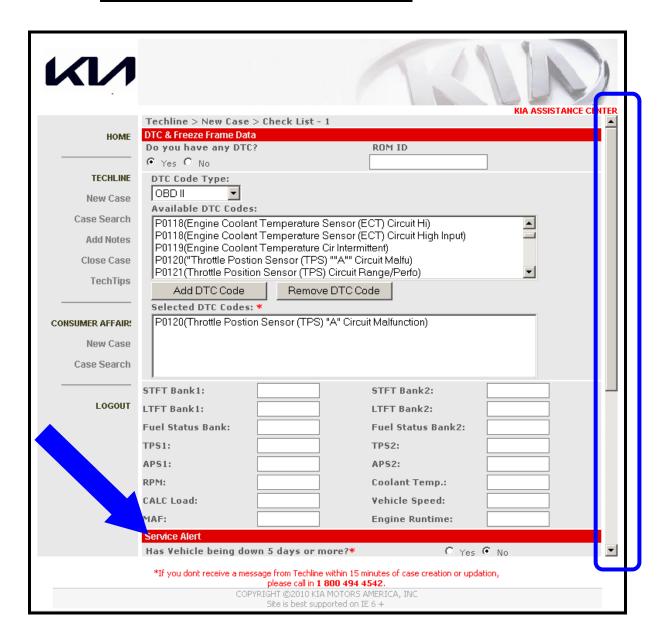
- Technician selects "New Case" on left to create a new case.
- All fields with red asterik * are required to be completed.
- Click "Continue" to the proceed to the next page.



KIA SERVICE POLICIES AND PROCEDURES							
	Section # 16.0		Page 10 of 29				
4 63 4	Issue Date		Revision Date		Topic		
KV	September 2005		April 2018		Consumer		
- 1 - /	()	()	()	(X)	Affairs		
	New	Partial	Complete	No			
		Revision	Revision	Changes			

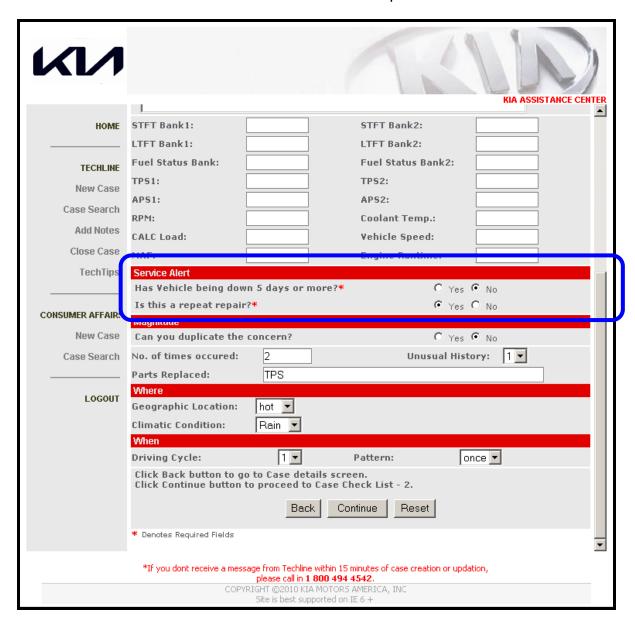
New TL Case Creation (continued):

 Approximately halfway down the new case create screen; (second screen for creating a new Tech Line case) there is a Service Alert section with 2 new mandatory questions.



KIA SERVICE POLICIES AND PROCEDURES									
	Section	n # 16.0	Page 11 of 29						
4 63 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April	2018	Consumer				
- 1 - /	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

- 3. Service Alert eligibility question asks:
 - 1. "Has this vehicle been down for 5 or more days?"
 - 2. "Is this a repeat repair?"
 - If <u>any</u> or <u>both</u> of these questions are answered with a "Yes", it will
 notify the system to automatically create a CA Service Alert Case and
 route to the Kia Consumer Assistance Center for follow up.
 - A TL case cannot be created unless both questions are answered.



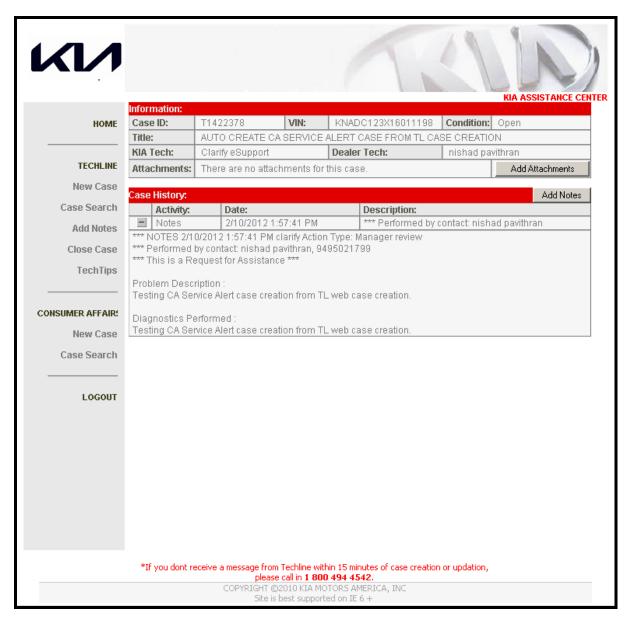
KIA SERVICE POLICIES AND PROCEDURES Page 12 of 29 Section # 16.0 Revision Date Issue Date **Topic** April 2018 September 2005 Consumer () () () (X) **Affairs** New Partial Complete No Revision Revision Changes

4. The technician will click on "Create Case" button to complete the TL case creation process.

				KI	A ASSISTANCE CENTER
	Techline > New Cas	se > Check List -			
_	ompression Dry		Compressi		
	1:	#2:	#1:	#2:	
TECHLINE	3:	#4:	#3:	#4:	
New Case	5:	#6:	#5:	#6:	
C CI	7:	#8:	#7:	#8:	
C	ompression Running	#2:	Cylinder Le	ak Down #2:	
110000	3:	#4:	#3:	#4:	
Cluse Case	5:	#6:	#5:	#6:	
TechTips					
	7: uel Pressure(PSI)	#8:	#7:	#8:	
	uerPressure(PSI) unning:		Dead Head:		
	oad:		Rest:		
Case Search 0	ther Pressures(PSI)				
	il:	Trans Line:	Pow	er Steering:	
LOGOUT C	lick Back button t lick 'Create Case'	o go to Case Chec button to submit Back	the information to K	a Techline Assista eset	nce Center.
*	Denotes Required Field	S			
		please call in 1	within 15 minutes of case cre 800 494 4542. MOTORS AMERICA, INC	ation or updation,	

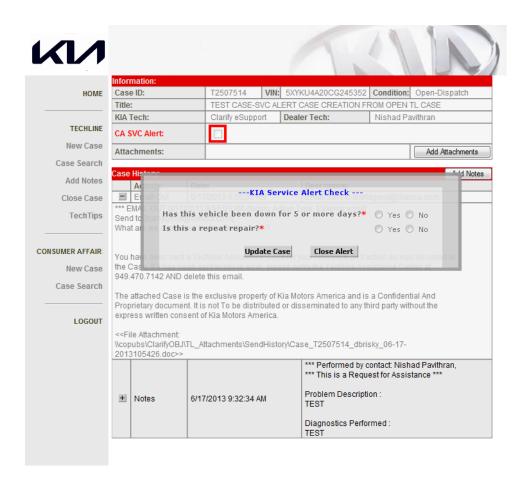
KIA SERVICE POLICIES AND PROCEDURES									
	Section # 16.0		Page 13 of 29						
1/1/4		Issue Date		n Date	Topic				
KV	Septem	ber 2005	April 2018		Consumer				
,	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

5. The technician will see the confirmation screen below when the TL case was successfully created.



KIA SERVICE POLICIES AND PROCEDURES									
	Section	Section # 16.0 Page 14 of 29		4 of 29					
4 /3 /4		Date	Revision Date		Topic				
KV	Septem	ber 2005	April	2018	Consumer				
,	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

- 6. This new function will allow the technician to make a vehicle eligible for a CA Service Alert case **after a TL case has already been created.**
 - When a technician selects an Open TL case which does not already have a CA Service Alert case, a popup message will appear.
 - The message will read:
 - 1. "Has this vehicle been down for 5 or more days?"
 - 2. "Is this a repeat repair?"
 - If <u>any</u> or <u>both</u> of these questions are answered with a "Yes", it will notify the system to automatically create a CA Service Alert Case and route to the Kia Consumer Assistance Center for follow up.
 - A TL case cannot be created unless both questions are answered.



KIA SERVICE POLICIES AND PROCEDURES									
	Section	Section # 16.0 Page 15 of 29							
4 17 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April 2018		Consumer				
	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

16.2.8 Product Allegation Handling

Kia America strives to achieve the highest levels of quality in its products and its customer service. Kia recognizes that during the ownership cycle, some consumer's vehicles may be involved in accidents or collisions and that some consumers may feel their product did not perform to their satisfaction.

Should a consumer make an allegation or bring forth a claim to a Kia dealer alleging a Kia product or a repair made by a Kia dealer is responsible for a situation that has resulted or could result in an accident, injury or fire, the Kia dealer must follow these procedures:

- In all circumstances, the Kia dealer should advise the consumer to contact the Kia Consumer Assistance Center directly at 1-800-333-4KIA (4542) to report their claim or allegation.
- Do not perform any repairs before receiving authorization from either your DPSM or Kia's Consumer Affairs staff.

Kia Consumer Assistance Center staff or Consumer Affairs staff will communicate directly with the consumer to conduct an investigation of their claim. The Kia dealer may be contacted during the evaluation to provide inspection information, measurements and/or photos as necessary. If the Kia dealer is uncertain how to proceed regarding a particular product situation, they should contact their DPSM immediately.

Kia dealers who fail to follow these procedures and make repairs before receiving approval may be subject to claim charge backs. In addition, Kia dealers may be subject to further action from Kia America and consumers as allowed by law.

KIA SERVICE POLICIES AND PROCEDURES									
	Section	Section # 16.0		6 of 29					
4 63 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April 2018		Consumer				
	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

16.3 Consumer Concern Tracking System

16.3.1 Consumer Concern Handling

Kia customer case management system interfaces with KDealer.com via KGIS allowing Dealership visibility to customer concerns. All concerns involving your customers, whether sales or service-related, can be viewed on-demand via KGIS. Some will require direct action; others will be for your information only.

The Kia concern process starts with the initial contact from the consumer and continues as follows:

- A case is created in Kia's case management system by Consumer Assistance Center representatives, Regional Consumer Affairs staff or DPSMs and a Dealership is identified, if applicable.
- If possible, Dealership sales or service personnel will be contacted by telephone in an effort to resolve the customer's concern expeditiously.
- If necessary, the DSM or DPSM is notified of an open consumer concern for his/her follow-up or investigation.
- Dealership reviews the concern(s) and consumer's sales or service file and contacts the customer.
- Dealership sets up an appointment with the customer to resolve the concern.
- Dealership resolves the concern(s) internally or with assistance from their DPSM or DSM, Kia's Technical Assistance Hotline (TAC), Parts, Hotline or the Consumer Assistance Center.
- Kia's case owner (either Kia's Consumer Assistance Center staff, National, or Regional staff) contacts the Dealership for status updates before contacting the consumer to ensure the matter is handled satisfactorily.

In the unlikely event that the consumer believes the Dealer and/or KUS have been unable to satisfactorily address the concern, the consumer can be referred to the BBB Auto Line.

KIA SERVICE POLICIES AND PROCEDURES									
	Section	etion # 16.0 Pag		7 of 29					
1/1/4		Date	Revision Date		Topic				
KV	Septem	ber 2005	April 2018		Consumer				
,	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

16.4. Better Business Bureau Auto Line (BBB)

Kia offers a 3-step consumer assistance process designed to offer fair solutions to consumer warranty related concerns:

- A consumer with a warranty related concern is first referred to the Dealer Consumer Affairs Representative, Service Manager, or General Manager to discuss the situation and attempt resolution as the Dealer is best equipped to resolve service-related issues.
- o If the situation is not satisfactorily resolved, the consumer should be advised to call Kia's Consumer Assistance Center at the toll-free number of 1-800-333-4KIA (4542) or write to Kia at:

Consumer Assistance Center Kia America, Inc. P.O. Box 52410 Irvine, CA 92619-2410

In the unlikely event that the consumer believes the Dealer and/or KUS have been unable to satisfactorily address the concern, the consumer can be referred to the BBB Auto Line (1-800-955-5100).

16.4.1 Dispute Resolution

Kia participates in third-party arbitration through BBB AUTO LINE, a complaint resolution service administered by the Council of Better business Bureaus (BBB). This service is available to all Kia customers free of charge. Consumers can learn about the BBB arbitration program through the following sources:

- Both the Owner's Manual and the Warranty and Consumer Information Guide provided with the vehicle
- The Kia Consumer Assistance Center at 1-800-333-4KIA (4542)
- Kia field or Dealer personnel

KIA SERVICE POLICIES AND PROCEDURES									
	Section	า # 16.0	Page 18 of 29						
4 63 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April 2018		Consumer				
	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

There are two functions to the BBB service – mediation and arbitration. If the customer's problem cannot be satisfactorily resolved during mediation, an arbitration hearing will be held and a decision rendered by the arbitrator, typically within 40 days of the customer's first contact with the BBB. If accepted by the customer, the arbitrator's decision is binding upon Kia.

In many states, customers must use a third-party dispute resolution program (BBB Auto Line) prior to seeking remedies available through a court action.

16.4.2 Better Business Bureau Auto Line Program Summary

Kia has pre-committed to arbitrate certain unresolved warranty disputes relating to its cars via the BBB AUTO LINE.

Claims must allege a defect in the vehicle's materials or workmanship, or the inability to repair a vehicle so that it conforms to the written warranty. The following provides a **general** overview of the eligibility requirements for participation in the BBB AUTO LINE.

Specific information can be obtained from the "How BBB AUTO LINE Works" brochure published by the BBB and the individual state program summaries. These can be obtained from your DPSM or Regional Consumer Affairs staff.

Age and Mileage Requirements

If the consumer is seeking vehicle repairs or reimbursement for past repairs, they must file their claim within 3 years or 36,000 miles, whichever comes first, of the date their vehicle was first put into use.

If they are seeking the repurchase or replacement of their vehicle, they must file their claim within 2 years or 24,000 miles of the date their vehicle was first put into use, whichever comes first.

In California, either claim must be filed within 6 months of the end of the written warranty period.

KIA SERVICE POLICIES AND PROCEDURES									
	Section	Section # 16.0 Page 19 of 29							
4 17 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April 2018		Consumer				
,	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

Vehicle Eligibility Requirements

Claims within the above age/mileage requirements may be filed for vehicles that are:

- Imported into the United States by KUS, and
- o Purchased and registered in the United States, and
- o Owned or leased in the name of an individual, or
- Used primarily for personal, family, or household purposes

Claims That MAY NOT Be Arbitrated

Kia is not pre-committed to arbitrate the following claims, although it may do so on a case-by-case basis if it so chooses:

- Claims for fees, loss of wages, depreciation or loss of value, replacement transportation, or any other incidental or consequential damages
- Claims covered by insurance or by warranties of other manufacturers
- Claims involving a vehicle defect if alleged either as part of a BBB AUTO LINE claim or at any other time that the vehicle defect has caused damage to another vehicle or damage to property
- Claims seeking interpretation of state or federal law

The Following Claims WILL NEVER Be Arbitrated by BBB AUTO LINE:

- Claims for personal injury or mental anguish.
- Claims involving a vehicle defect if the consumer has alleged either as part of their BBB AUTO LINE claim or at any other time that the vehicle defect has caused bodily injury
- Claims for punitive damages
- Allegations of fraud or other violations of law
- Claims that have been resolved by a previous mediation or arbitration, court action, settlement, or agreement between the consumer and Kia
- o Claims involving the sale price of the vehicle
- Claims involving non-Kia products
- Claims involving Dealer/consumer disputes

Again, note that specific requirements do vary by state. Specific information can be obtained from the "How BBB AUTO LINE Works" brochure published by the BBB and the individual state program summaries. These can be obtained from your DPSM or Regional Consumer Affairs staff.

Again, note that specific requirements do vary by state. Specific information can be obtained from the "How BBB AUTO LINE Works" brochure published by the BBB and the individual state program summaries. These can be obtained from your DPSM or Regional Consumer Affairs staff.

KIA SERVICE POLICIES AND PROCEDURES									
	Section	ection # 16.0 Page 20 of 29							
4 63 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April	2018	Consumer				
	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

16.4.3 Arbitration Process

The third-party arbitration program administered by BBB may be used when Kia's consumer assistance process fails to settle the concern; however, consumers should be encouraged to try the consumer assistance process first.

Initiating Arbitration

Although both Dealership personnel and Kia's Consumer Assistance Center may work diligently to resolve customer concerns in a timely and fair manner, on occasion, a consumer may feel that the concern was not satisfactorily addressed and wish to proceed with arbitration.

If the consumer calls BBB, the BBB will send the consumer a Customer Claim Form, a letter explaining how to complete the form and program information. Upon receipt of the completed claim form, the arbitration process officially begins. The BBB will make every effort to obtain a final resolution of a claim within 40 days from the time the claim is filed.

Dealer Involvement

Kia Regional Consumer Affairs staff will be notified when a claim is filed. They, in turn, will notify your DPSM, the Dealership, and then develop an action plan to attempt to resolve the customer's concerns.

Your cooperation will be necessary to resolve the consumer's concern quickly. You may be requested to provide copies of the consumer's service file. Service manager attendance and participation in the arbitration hearing may also be requested.

Arbitration Hearing

The hearing will be conducted according to the procedures outlined at the start of the hearing by the arbitrator.

As a basic rule, Kia and the consumer will have an opportunity to review and comment on all evidence that is presented for the arbitrator's consideration. The arbitrator, however, may curb or limit irrelevant testimony.

KIA SERVICE POLICIES AND PROCEDURES								
	Section	า # 16.0	Page 21 of 29					
4 17 4		Date	Revision Date		Topic			
KV	Septem	ber 2005	April 2018		Consumer			
	()	()	()	(X)	Affairs			
	New	Partial	Complete	No				
		Revision	Revision	Changes				

The Decision

Once the arbitrator closes the hearing, he or she has 10 days to write a decision and submit it to the BBB. The BBB will send the decision to the DPSM/Regional office and the consumer.

The arbitrator's decision is binding on Kia, but not on the consumer.

The consumer may reject the arbitrator's decision and take other action, including legal action; however, the arbitration findings may be admissible as evidence in any subsequent legal proceedings.

A final decision might award repairs, vehicle repurchase, vehicle replacement, reimbursement for past repairs, or nothing at all.

The DPSM/Regional office may request your cooperation or participation to comply with the award decision.

Time Frame for Compliance

If the consumer accepts the decision, all parties must perform within the time limits set by the arbitrator.

Unless otherwise stated in the decision, the time for performance shall begin when the DPSM/Regional office receives a written notice of the consumer's acceptance. Approximately 2 weeks after the compliance date, the BBB shall contact the consumer to verify whether the decision has been performed in a timely manner.

Summary

- Assist and cooperate with the DPSM and/or Regional Consumer Affairs staff by promptly responding to any BBB-related request for information (copies of repair orders, attendance at hearings, etc.).
- The program is free to the consumer.
- All decisions are binding on Kia if the consumer accepts the decision of the BBB within the time frame provided by the BBB.
- No decision is binding on the consumer unless the consumer, within the time frame provided by the BBB, accepts it in writing.

KIA SERVICE POLICIES AND PROCEDURES									
	Section	Section # 16.0 Page 22		2 of 29					
4 63 4	Issue Date		Revision Date		Topic				
KV	Septem	ber 2005	April 2018		Consumer				
	()	()	()	(X)	Affairs				
	New	Partial	Complete	No					
		Revision	Revision	Changes					

16.4.4 Consumer Support beyond BBB Auto Line Program

BBB AUTO LINE arbitration contributes to consumer satisfaction by demonstrating a willingness to help resolve disputes; however, sometimes consumers seek remedies beyond the scope of the BBB Auto Line program. In some circumstances, consumers can potentially assert many legal theories under Federal and State laws. Dealership staff should be especially aware of and understand the different types of claims that may arise. Some of the most common are listed below:

Lemon Laws*

Lemon laws have become one of the key methods consumers use to seek relief from repeated problems with their vehicles. All 50 states provide their own lemon law, which may change over time; sometimes when state governments move to expand their scope. These laws provide the basis for decisions rendered by arbitrators in the BBB AUTO LINE program. Each state's lemon law is different and unique. Dealers should be familiar with their own state's lemon law. Basically stated, if a manufacturer is unable to service or repair the vehicle to conform to the applicable warranties after a reasonable number of repair attempts, the manufacturer must replace the vehicle or refund the consumer all monies invested in the vehicle, including all collateral charges, finance charges and incidental expenses. However, an individual state's lemon law may differ

Magnuson-Moss Warranty Act*

This Federal law provides for a cause of action regarding allegations of breach of warranty based on Kia's various written warranties. Since written warranties typically run for greater time periods than are covered by the state lemon laws, it is important for Dealers to learn the terms and durations of all Kia warranties

Uniform Commercial Code, Unfair and Deceptive Acts or Practices*

Implied Warranty, Misrepresentation and/or Fraud. Generally, these claims involve oral representations made by representatives of the Dealership at the time of sale or repair of a vehicle. These causes of action can include a customer's assertion that a special oral warranty arose due to a statement made by a salesperson based on intentional misrepresentation (fraud) or negligent misrepresentation made either in selling a vehicle or in responding to a consumer's concern

*The information provided above is not intended to render legal advice to a Dealership or consumer. An attorney should be consulted to understand the details of any state or federal laws.

KIA SERVICE POLICIES AND PROCEDURES					
	Section	n # 16.0	Page 2	3 of 29	
4 63 4	Issue Date Revision Date		Topic		
KV	Septem	ber 2005	er 2005 April 2018		Consumer
- - - - - - - - - -	()	()	()	(X)	Affairs
	New	Partial	Complete	No	
		Revision	Revision	Changes	

Demand Letters

Should an authorized Kia Dealer receive a demand letter from a consumer or attorney making a claim under the lemon law or the Magnuson Moss Warranty Act, immediately notify the DPSM and send a copy of the demand letter via fax, email, express mail or other overnight delivery to the National Consumer Affairs Department at Kia's corporate office.

Indemnification Requests

Should an authorized Kia Dealer be served with a lawsuit as a named defendant and request defense and/or indemnification from Kia under the terms of the Kia Dealer Sales and Service Agreement, Section XIV, such a request should immediately be printed on dealership letterhead, signed by the Dealer Principal, and sent via express mail to the National Consumer Affairs Department at Kia's Corporate office.

Because certain customer complaints may impose obligations upon KUS under various repair and replacement laws or other consumer protection laws and regulations, Dealer must provide prompt notice to KUS of such complaints and take such other steps as KUS may require. Dealer should not do anything to adversely affect KUS's rights under such laws and regulations. Subject to any law or regulation to the contrary, Dealer shall be liable to KUS for any refunds or vehicle replacements provided by KUS to any customer if KUS reasonably determines that Dealer failed to carry out vehicle repairs in accordance with KUS's written published policies and procedures or its express oral instructions subsequently confirmed in writing. Dealer also must provide applicable required customer notifications and disclosures as prescribed by repair or replacement laws or other applicable consumer laws or regulations.

16.5 Dealer Repair and Documentation Procedures

This policy and these procedures are intended to assist consumers by outlining the responsibilities of Kia Dealers and Kia America, Inc. (KUS) in the proper handling of customer complaint cases. The procedures are designed to improve consumer satisfaction and accurately document the repair history of the vehicle. It is critical that KUS and the Kia Dealer work together to repair the vehicle correctly the first time.

KIA SERVICE POLICIES AND PROCEDURES					
	Section	n # 16.0	Page 2	4 of 29	
4 63 4	Issue Date Revision Date		Topic		
KV	Septem	mber 2005 April 2018		2018	Consumer
	()	()	()	(X)	Affairs
	New	Partial	Complete	No	
		Revision	Revision	Changes	

16.5.1 Dealer Responsibilities

DEALER shall ensure that necessary repairs on Kia vehicles are accurately diagnosed and professionally performed, and that each customer is treated courteously and fairly at all times.

Scheduling

DO NOT take a vehicle from a consumer if you cannot start the repair within ONE day unless it is inoperative or the problem affects the safety of the vehicle.

This is important because under most state lemon laws, "down time" starts from the day the consumer leaves the vehicle at the Dealership (not the start of repairs) and is cumulative from that day forward. Repair orders should NOT be left open.

If you return a vehicle to a consumer because you are waiting for parts, document this on the repair order and <u>close it</u>. Repair orders should NOT be left open while awaiting parts if the consumer is in possession of the vehicle.

If a vehicle is safe to drive, but the consumer refuses to take it back until repairs can begin, document this on the repair order.

Record Keeping

Maintain the following records in the consumer's vehicle service file:

- Copies of all repair orders
- The number of attempts made and days out of service to solve the same problem
- The date and time the vehicle is presented to the dealership for repairs
- Mileage at the beginning and end of all test drives
- The dates the vehicle was worked on and the date repairs were completed
- Time spent by the technician working on the vehicle must be documented according to warranty policies and procedures
- Documentation supporting Kia Emergency Parts Orders [KUS Packing List, Shipment Number(s) and Dealer Order Number(s)
- Copy of consumer's vehicle pick-up notification letter (if applicable)

KIA SERVICE POLICIES AND PROCEDURES						
	Section	n # 16.0	Page 2	5 of 29		
4 63 4	Issue Date Revision Date		Topic			
KV	Septem	September 2005 April 2018		2018	Consumer	
- - - - - - - - - -	()	()	()	(X)	Affairs	
	New	Partial	Complete	No		
		Revision	Revision	Changes		

Documenting Service Concerns

All concerns need to be verified, discussed with the consumer and documented on the repair order as "customer states . . ." <u>prior</u> to beginning repairs to ensure that the correct work is performed.

Remember to:

- Always ask the customer if the vehicle has been to your Dealership OR any other Kia Dealership for the same or similar concern.
- If a customer has been to another Kia Dealership for the same or similar concern, call that Dealership and verify the previous repair history, i.e., customer complaint, repairs made, dates, mileage, etc. Document this in the repair orders.
- Review the customer's service records. DO NOT ATTEMPT A REPAIR until the problem has been verified.
- Avoid replacing a part simply to attempt to satisfy the consumer.

Documenting Cause

THOROUGHLY document the Cause OR lack thereof

Use Standard Operating Procedures

- Ensure each car is given the same level of attention and diagnosis
- Review for TSB's or Service Campaigns
- Document all tests, inspections and test drives
- Use detailed technician notes
- Print out test results
- Include specifications

Document file with any observations of aftermarket repairs or Modifications such as:

- Aftermarket rims vibration
- Leaking aftermarket oil filter
- Evidence of abuse/neglect

The repair order should include the following road test documentation and the Consumer's complaint, written as "Customer states . . ."

- A statement that the customer was present during the road test, i.e.-"Test drove the vehicle with the consumers, Mr. & Mrs. Smith . . ."
- Mileage at beginning and end of the test drive
- Number of miles and speeds driven
- Type of weather and road surface(s)

KIA SERVICE POLICIES AND PROCEDURES					
	Section	n # 16.0	Page 2	6 of 29	
4 63 4	Issue Date Revision Date		Topic		
KV	Septem	ber 2005	005 April 2018		Consumer
- - - - - - - - - -	()	()	()	(X)	Affairs
	New	Partial	Complete	No	
		Revision	Revision	Changes	

- Time of test drive
- The conditions or maneuvers the vehicle was exposed to during the test drive

"Unable to Duplicate"

In some instances, dealership personnel will be unable to duplicate or verify the customer's concern. The repair order must then be documented that you are unable to duplicate the complaint and the vehicle is operating as designed.

It is critical that the consumer be interviewed to obtain an exact description of the conditions under which the problem occurs. Road test the vehicle with the consumer and specifically describe the steps that were taken to diagnose the complaint on the repair order, including documenting "mileage before test drive" and "mileage after test drive".

"Normal Characteristic"

When the condition is a normal characteristic of the vehicle, explain it to the consumer and document this on the repair order "vehicle operating as designed." DO NOT ATTEMPT A REPAIR.

Explain a normal characteristic of the vehicle to the consumer by showing another vehicle that has the same characteristic. Document that you have explained this to the consumer on the repair order and thoroughly document your attempts to replicate the customer's concern under the circumstances they have described, including any test drive mileage.

Again, if you are unable to duplicate or verify the concern, **DO NOT ATTEMPT A REPAIR**.

Documenting Correction

- THOROUGHLY document all Repairs
 - All Parts & labor
 - Re-check and Test drive

Test drive

- Note any maintenance items recommended
- Document any abuse, misuse, tampering and/or alteration
 - Document RO clearly
 - o Take photos whenever possible and use the date function to accurately record the date and time photos were taken.

KIA SERVICE POLICIES AND PROCEDURES						
	Section	n # 16.0	Page 2	7 of 29		
4 63 4	Issue	e Date			Topic	
KV	Septem	ber 2005			Consumer	
	()	()	()	(X)	Affairs	
	New	Partial	Complete	No		
		Revision	Revision	Changes		

Second and or Subsequent Repair Attempts

When a vehicle is returned for the same problem, the Service Manager or Shop Foreman should be immediately notified. The Service Manager or Shop Foreman should assign repeat repairs to the appropriately trained Kia technician.

They should also follow the Kia Service Alert procedure outlined in Section 16.2.7 after establishing a Technical Assistance Center case (via the web through KGIS, KDS, or by phoning 1-800-494-4542.). The date, time, TAC log number and the name of the person contacted should be documented on the repair order. You may have to contact your DPSM to obtain prior work approval before completing repairs. The Kia service manager or designated quality control person must verify that the complaints are corrected after the repairs are completed by initialing the repair order prior to giving the consumer the vehicle.

Parts Ordering

Any parts needed to repair an inoperative Kia should be ordered in a timely manner so as to receive the part as soon as possible, which may include placing an Emergency Order. Kia has designed special handling procedures for an Emergency Order.

Parts Delay

When a vehicle has been down more than 5 calendar days due to a parts back order, follow the Kia Service Alert procedure outlined in Section 16.2.7. Please provide the backordered part number and the Dealer order number. Document the date and time on the repair order when the Service Alert was created.

Customer Notification

As soon as the vehicle is repaired, call the consumer and document the date, time and name of the person you contacted on the repair order.

When the consumer picks up the vehicle:

- Explain the repair(s) performed.
- Ask the consumer to sign and date the repair order.
- Make a follow-up phone call to the owner several days after the vehicle has been picked up, if possible. This ensures that the vehicle was fixed right the first time.
- Document when the follow-up call was made in the consumer's service file.

KIA SERVICE POLICIES AND PROCEDURES					
	Section	n # 16.0	Page 2	8 of 29	
4 63 4	Issue	Issue Date Revision Date		Topic	
KV	Septem	ber 2005	April 2018		Consumer
- 1 - /	()	()	()	(X)	Affairs
	New	Partial	Complete	No	
		Revision	Revision	Changes	

Customer Pick-Up

If a customer chooses not to pick up the vehicle after repair, for any reason, you must send a certified return receipt letter (see following sample) advising the customer that the vehicle has been repaired and is ready to be picked up. You must send this letter no more than 24 hours after you notify the customer verbally that the car is ready if it is not picked up.

Liability

The Dealer may be held financially responsible and debited for ineffective warranty repairs, net repurchased vehicle expenditures and/or not following proper repair and/or notification (e.g., Service Alert) procedures. Therefore, it is critical that Kia personnel and Dealership staff work together to repair consumers' vehicles correctly the first time.

KIA SERVICE POLICIES AND PROCEDURES Page 29 of 29 Section # 16.0 Revision Date Issue Date Topic September 2005 April 2018 . Consumer **Affairs** () () () (X) Νό New Partial Complete Revision Changes Revision

Sample Letter to Customer for Vehicle Pick-Up Notification

{Today's Date}
Jane Doe
123 South Main Street
Town, CA 92631
Dear {Customer Name}:
This letter is to advise you that we have repaired your vehicle and you can now pick it up.
We called {CUSTOMER PHONE NUMBER} on {DATE AND TIME} and spoke to {NAME OF PERSON} to notify you that your vehicle is ready for pick-up. On {DATE AND TIME} we called a second time and
spoke to {NAME OF PERSON} to inform you again that your vehicle is ready to be picked up. Please contact me at {YOUR PHONE NUMBER} if you have any questions. Thank you for your cooperation.
Sincerely,
John Doe
ABC Service Manager