

NEW PASSENGER CAR LIMITED WARRANTY 2018 MINI.



## OWNER/DRIVER INFORMATION

Name	
Address	
O	
OWNER/L	DRIVER TELEPHONES
Business	
Home	
Model	MINI. Year 2018
VIN	
Retail/In-	Service Date
Trim Code	Color Code
Production	n Date
License Pl	ate Number
MINI DEA	LER TELEPHONE NUMBERS
Offices	
Services	

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### 2018 MODEL YEAR VEHICLES

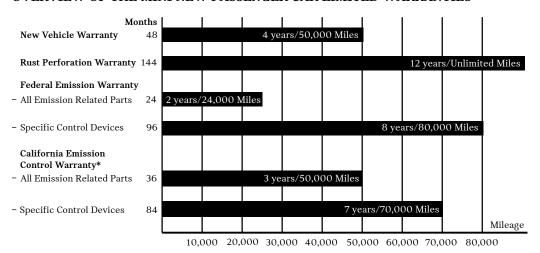
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MINI Cooper S Hardtop 2 Door, Hardtop 4 Door, Convertible, Clubman, Clubman ALL4, Countryman, Countryman ALL4

 $MINI\ John\ Cooper\ Works\ (JCW)\ Hardtop\ 2\ Door,\ Convertible,\ Clubman\ ALL4,\ Countryman\ ALL4$ 

MINI Cooper S E Countryman ALL4

#### OVERVIEW OF THE MINI NEW PASSENGER CAR LIMITED WARRANTIES



\*The California Emissions Control System Limited Warranty applies to all 2018 U.S.-specification MINI vehicles registered in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington.

The MINI limited warranties apply only to U.S.-specification MINI vehicles and cover eligible warranty repair or replacement work when the warranty service is performed at an authorized MINI dealer in the United States (including Puerto Rico), subject to all applicable exclusions and/or limitations.

# MINI NEW PASSENGER CAR LIMITED WARRANTY — 2018 MODELS (VALID ONLY IN THE U.S.A. INCLUDING PUERTO RICO)

#### WARRANTOR

MINI USA, a division of BMW of North America, LLC ("MINI USA") warrants during the Warranty Period the 2018 U.S.-specification MINI vehicles distributed by MINI USA against defects in materials or workmanship to the first retail purchaser, and each subsequent purchaser.

#### WARRANTY BEGINS

Coverage begins on the date of first retail sale, or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

#### WARRANTY PERIOD

The warranty period is 48 months or 50,000 miles, whichever occurs first, except as noted below.

#### WARRANTY COVERAGE

To obtain warranty service coverage, the vehicle must be brought, upon discovery of a defect in material or workmanship, to the workshop of any authorized MINI dealer in the United States (including Puerto Rico) during normal business hours.

The authorized MINI dealer will, without charge for parts and labor (including diagnosis), either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision whether to repair or replace said part(s) is solely the prerogative of MINI USA. Parts for which replacements are made become the property of MINI USA. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the vehicle is received by the authorized MINI dealer.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

#### SAFETY BELT WARRANTY - KANSAS

Safety belts are covered under the MINI New Passenger Car Limited Warranty for defects in material or workmanship for a period of 10 years, unlimited mileage from the date of purchase. In order to be eligible for this coverage, the vehicle must be a new vehicle retailed in the State of Kansas and the repair must be performed by an authorized MINI dealer in Kansas.

### HIGH-VOLTAGE LITHIUM-ION BATTERY LIMITED WARRANTY (MINI COOPER S E COUNTRYMAN ALL4)

MINI USA, a division of BMW of North America, LLC ("MINI USA") warrants the high-voltage lithium-ion battery assembly against defects in materials or workmanship for a period of 8 years/80,000 miles, whichever occurs first.

Battery performance and durability, including high-voltage lithium-ion batteries, is temperature-dependent. While battery capacity increases in higher temperatures, colder temperatures will lower the battery's capacity. Extreme high and/or low temperatures may impact the battery's service life.

#### OTHER ITEMS

Wheel alignment, balancing and wiper blade inserts are covered up to the first 2,000 miles on the vehicle.

Items which are subject to wear and tear or deterioration due to driving habits or conditions, such as brake pads/linings, brake discs, clutch disc, pressure plate, filters, upholstery, trim and chrome items, paint finish, drive belts, glass, and similar items, their coverage is specifically limited to defects in material or workmanship.

Additionally, wood trim and leather upholstery have inherent variations in color and texture, dependent upon being properly cleaned and maintained. These items may lighten or darken due to age or exposure to sunlight; this is not a defect in materials or workmanship.

Battery performance and durability is temperaturedependent. While battery capacity increases in higher temperatures, colder temperatures will lower the battery's capacity. Extreme high and/or low temperatures may impact the battery's service life.

#### What is not covered:

Remote control transmitter battery replacement.

Damage, including consequential, which results from negligence, misuse/improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage, road salt corrosion, or the use of improper fuel as described in the Owner's Manual or contaminated fuel.

Damage to the engine, transmission or any related component caused by improper shifting of the transmission.

Damage to the paint finish due to stone chips, nicks, dents, acid rain, industrial fallout, other environmental influences, and normal deterioration, such as fading, discoloration, or loss of luster, improper care/repair of "matte" paint finishes, as well as damage caused by lack of maintenance, excessive rubbing, the use of improper cleaners, polishes and/or waxes.

Maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters, coolant, and refrigerant.

Modification of the vehicle or installation of any performance accessories or components attached to the vehicle which alters the original engineering and/or operating specifications or which results in damage to the other original components, electrical interference, electrical short, radio static, water leaks, or wind noise.

Tires are warranted by their respective manufacturer. See the Tire Warranty Statement on page 16.

Driving over rough or damaged road surfaces, as well as debris, curbs and other obstacles can cause serious damage to wheels, tires and suspension parts. This is more likely to occur with low-profile tires that provide less cushioning between the wheel and the road. Be careful to avoid road hazards and reduce your speed, especially if your vehicle is equipped with low-profile tires.

Non-genuine MINI Parts – While you may elect to use non-genuine MINI parts for maintenance or repair services, the MINI Division is not obligated to pay for repairs of the non-genuine MINI parts or for repairs of any damage resulting from the use of non-genuine parts.

This warranty shall be null and void for specific vehicle components that were previously replaced with used or salvaged automobile parts, including repairs of any damage resulting from the use of these parts.

This warranty shall be null and void if the odometer has been replaced or altered and the true mileage on the vehicle cannot be determined, and/or the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

This warranty shall be null and void if the vehicle has been declared a total loss or sold for salvage purposes, or if the vehicle has been used in any competitive event.

#### **GENERAL**

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

MINI USA, A DIVISION OF BMW OF NORTH AMERICA, LLC HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

# LIMITED WARRANTY – RUST PERFORATION 2018 MODELS

MINI USA, a Division of BMW of North America, LLC warrants this original vehicle against defects in materials or workmanship which will result in rust perforation of the vehicle body for a period of 12 years unlimited mileage. Coverage begins on the date of first retail sale or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

To obtain warranty service coverage, the vehicle must be brought, upon discovery of any rust perforation, to the workshop of any authorized MINI dealer. The authorized MINI dealer will, without charge for parts or labor, either repair or replace the defective part(s). The decision whether to repair or replace said part(s) is solely the prerogative of MINI USA, a Division of BMW of North America, LLC. Parts for which replacements are made become the property of MINI USA.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

MINI USA, a Division of BMW of North America, LLC makes no other express warranty on this product except for the new vehicle warranty, rust perforation or the emission system warranties.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

MINI USA, A DIVISION OF BMW OF NORTH AMERICA, LLC HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Any legal claim or action arising from any express or implied warranty contained herein must be brought within 12 months of the date it arises.

#### WHAT IS NOT COVERED

This warranty does not apply to damage, including consequential, which results from negligence, misuse/improper operation of the vehicle, improper repair, lack of or improper maintenance, environmental influences, flood, accident or fire damage and road salt corrosion.

Non-genuine MINI Parts—While you may elect to use non-genuine MINI parts for repair services, MINI Division is not obligated to pay for repairs of the non-genuine MINI parts or for repairs of any damage resulting from the use of non-genuine parts.

This warranty shall be null and void for specific vehicle components that were previously replaced with used or salvaged automobile parts, including repairs of any damage resulting from the use of these parts.

This warranty shall be null and void if the odometer has been replaced or altered and the true mileage on the vehicle cannot be determined, and/or the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

This warranty shall be null and void if the vehicle has been declared a total loss, sold for salvage purposes, or if the vehicle has been used in any competitive event.

# FEDERAL EMISSIONS SYSTEM DEFECT WARRANTY (VALID ONLY IN THE U.S.A. INCLUDING PUERTO RICO)

This limited warranty applies only to U.S.specification vehicles distributed by MINI USA, a Division of BMW of North America, LLC.

In accordance with the defect warranty provisions of section 207(b) of the Clean Air Act, MINI warrants to the first retail purchaser, and each subsequent purchaser, that the passenger car: (a) was designed, built and equipped so as to conform, at the time of sale, with all regulations of the U.S. Environmental Protection Agency applicable at the time of manufacture; and (b) is free from defects in materials and workmanship which would cause it to fail to conform with applicable regulations for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emission control components (as listed on page 8), for which the warranty period is 8 years or 80,000 miles, whichever occurs first.

Coverage begins on the date of first retail sale or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

Warranty claims must be made as soon as reasonably possible after a defect is discovered. To make a claim, the car must be brought to any authorized MINI dealer during normal business hours.

The authorized MINI dealer will, without charge for parts and labor (including diagnosis), either repair or replace the defective part, if any. The decision whether to repair or replace said parts is solely the prerogative of MINI USA, a Division of BMW of North America, LLC and must be expected to correct the failure of the warranted part. Parts for which replacements are made become the property of MINI USA. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the car is received by the authorized MINI dealer.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

For assistance in determining which specific parts or components of your vehicle are covered under this warranty, please contact your authorized MINI dealer.

It is the owner's responsibility to have all scheduled inspection and maintenance services performed (at

the owner's expense when applicable), as prescribed in the maintenance schedule for the MINI Emission Control System. Service intervals are computed by the onboard MINI Condition Based Service system and displayed on the instrument panel. The instructions for proper maintenance and use can be found in the Owner's Manual. It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be certified MINI Service Parts or MINI Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than certified MINI Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized MINI dealer or a warranty replacement part is not reasonably available (within 30 days), repairs may be performed at any available service establishment using any equivalent part, MINI USA, a Division of BMW of North America, LLC will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed MINI USA's rates for labor, parts, and diagnosis in said area) that are covered under this warranty. Replaced parts and paid invoices must be presented at an authorized MINI dealer as a condition of reimbursement for emergency repairs not performed by an authorized MINI dealer.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of the emission control system. If other than certified MINI Service Parts or MINI Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine MINI parts in performance and durability. MINI USA, a Division of BMW of North America, LLC assumes no liability under this warranty with respect to parts other than genuine MINI parts.

However, the use of non-genuine MINI replacement parts or non-EPA certified parts does not invalidate the warranty on other components, unless non-genuine MINI parts or non-EPA certified parts cause damage to warranted parts.

#### WHAT IS NOT COVERED

The car or any part of the car, unless the failure causes the car to fail to conform to the applicable emission regulations.

Malfunctions, including consequential, caused by negligence, misuse/improper operation of the vehicle, environmental influences, flood, accident or fire damage.

Malfunctions, including consequential, caused by improper adjustment/repair, modification, alteration, tampering, disconnection, improper or inadequate maintenance except if one or more of these occurred as a result of repair work that was performed by an authorized MINI dealer under warranty.

For gasoline engines, malfunctions caused by the use of leaded fuel or fuels containing more than 10% ethanol, or other oxygenates with more than 2.8% oxygen by weight (i.e., more than 15% MTBE or more than 3% methanol plus an equivalent amount of co-solvent and/or as specified in the Owner's Manual).

Spark plugs, filters, and similar maintenance items are not covered under this warranty at or beyond the first replacement interval, or if the part has been replaced earlier for reasons other than it being defective.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

Any car on which the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

#### GENERAL.

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

MINI USA, A DIVISION OF BMW OF NORTH AMERICA, LLC HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. Additionally, if you are a California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington resident and your vehicle is registered in that state, your vehicle is eligible for California Emissions Warranty coverage.

These federal warranty provisions also apply to all vehicles sold in all U.S. states and territories regardless of whether a state has enacted state warranty provisions that differ from the federal provisions.

### FEDERAL EMISSION PERFORMANCE WARRANTY (VALID ONLY IN THE U.S.A. INCLUDING PUERTO RICO)

In those states and jurisdictions that have established periodic vehicle emissions tests to encourage proper vehicle maintenance and require the vehicle to pass an emissions test approved by the U.S. Environmental Protection Agency and:

- 1. The passenger car was distributed by MINI USA, a Division of BMW of North America, LLC; and
- The car has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the Owner's Manual supplied with the car; and
- The car fails to conform to the applicable emissions standards of the EPA as judged by an EPA-approved emissions test; and
- 4. The failure to conform results or will result in the owner of the car having to bear a penalty or other sanction (including the denial of the right to use the car) under local, state or federal law if the non-conformity is not remedied within a specified period of time.

Then, in accordance with the provisions of section 207(b) of the Clean Air Act, MINI USA, a Division of BMW of North America, LLC warrants that if the car is eligible for coverage under this warranty, any non-conformities in the car, which cause it to fail an EPA-approved emissions test will, without charge for parts or labor (including diagnosis), be adjusted.

repaired, or replaced, at the option of MINI USA, a Division of BMW of North America, LLC to proper specifications, in order to make the car comply with applicable emissions standards. The decision whether to adjust, repair or replace parts is solely the prerogative of MINI USA and must reasonably be expected to correct the failure of the warranted part.

Coverage begins on the date of first retail sale, or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier. This limited warranty continues for a period of 2 years or 24,000 miles, whichever occurs first, except for specific emissions control components (as listed on page 8), for which the warranty period is 8 years or 80,000 miles, whichever occurs first.

This limited warranty is made subject to the terms and conditions that apply to the Emission Control System Warranty and the MINI New Passenger Car Limited Warranty.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

No claim under this warranty will be denied on the basis of use of a properly installed EPA-certified emission part for maintenance and repair.

A vehicle manufacturer may deny an emission performance warranty claim on the basis of an uncertified replacement part used in the maintenance or repair of a vehicle only if the vehicle manufacturer presents evidence that the uncertified replacement part is either defective in materials or workmanship or not equivalent from an emission standpoint to the original equipment part.

Maintenance, replacement, or repair of emission control devices and systems may be performed by any automotive repair establishment or individual using any certified part.

Immediately after the car has failed an EPA-approved emission short test, your claim can be made at any authorized MINI dealer. The authorized MINI dealer will honor or deny your claim within the time period specified by local or state laws (not to exceed 30 days), to avoid further penalties or sanctions. If the claim is denied, the authorized MINI dealer will notify you in writing of the reason(s). The authorized MINI dealer is required by law to honor the claim if notice of denial is not received by the owner within the specified time period.

You may obtain further information concerning the emission warranties, or report violations of warranty terms, by contacting:

U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

The following systems are covered by the Federal Emission Performance Warranty for a period of 2 years or 24,000 miles, whichever occurs first. The specific systems may vary according to model; therefore, all of the systems listed may not be used on your vehicle. For assistance in determining which systems and specific components within these systems apply to your vehicle, please contact your authorized MINI dealer.

AIR INDUCTION SYSTEM

FUEL METERING SYSTEM

IGNITION SYSTEM

POSITIVE CRANKCASE VENTILATION SYSTEM (PCV)

FUEL EVAPORATIVE CONTROL SYSTEM

EXHAUST SYSTEM

ENGINE EMISSION CONTROL SYSTEM

SENSORS/DEVICES

ONBOARD DIAGNOSTIC SYSTEM (OBD)

RELATED PARTS ASSOCIATED WITH THE ABOVE SYSTEMS

The following components and systems are covered under the Federal Emission Performance Warranty for a period of 8 years or 80,000 miles, whichever occurs first.

#### CATALYTIC CONVERTER

ENGINE CONTROL MODULE (INCLUDING ONBOARD DIAGNOSTIC SYSTEM)

For assistance in determining coverage of the specific components of the Onboard diagnostic system, please contact your authorized MINI dealer.

#### **GENERAL**

These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

MINI USA, A DIVISION OF BMW OF NORTH AMERICA, LLC HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

These federal warranty provisions also apply to all vehicles sold in all U.S. states and territories regardless of whether a state has enacted state warranty provisions that differ from the federal provisions.

### CALIFORNIA EMISSION CONTROL WARRANTY STATEMENT\* YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board and MINI USA, a Division of BMW of North America, LLC are pleased to explain the emission control system warranty on your 2018 vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. MINI USA, a Division of BMW of North America, LLC must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance to your vehicle.

\*The California Emissions Control System Limited Warranty applies to all 2018 U.S.-specification BMW vehicles registered in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington. Vehicles covered by this warranty are also covered by the Federal Emission Warranty.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and engine computer. Also included may be hoses, belts, connectors, and other emission-related assemblies.

Where a warrantable condition exists, MINI USA will repair your vehicle at no cost to you including diagnosis, parts and labor.

# MANUFACTURER'S WARRANTY COVERAGE:

- For 3 years or 50,000 miles, whichever occurs first:
- If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by MINI USA to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.
- If any emission-related part on your vehicle is defective, the part will be repaired or replaced by MINI USA. This is your short-term emission control system DEFECTS WARRANTY.

- For 7 years or 70,000 miles, whichever occurs first:

If an emission-related part specially noted on page 12 as having coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by MINI USA. This is your long-term emission control system DEFECTS WARRANTY.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

#### OWNER'S WARRANTY RESPONSIBILITIES:

- As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance booklet. MINI USA recommends that you retain all receipts covering maintenance on your vehicle, but MINI USA cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- You are responsible for presenting your vehicle to an authorized MINI dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- As the vehicle owner, you should also be aware that MINI USA may deny your warranty coverage if your vehicle or part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

MINI USA, a Division of BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NI 07675-1227

Telephone: 1 866 ASK-MINI (275-6464)

Email: MINI.assistance@askMINIUSA.com

Website: www.miniusa.com

or the

California Air Resources Board 9528 Telstar Avenue El Monte, CA 91731

### CALIFORNIA EMISSION CONTROL SYSTEM LIMITED WARRANTY\*

This limited warranty applies to California certified vehicles distributed by MINI USA, a Division of BMW of North America, LLC registered and operated primarily in California.

\*The California Emissions Control System Limited Warranty applies to all 2018 U.S.-specification BMW vehicles registered in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington. Vehicles covered by this warranty are also covered by the Federal Emission Warranty.

MINI USA, a Division of BMW of North America, LLC warrants to the original purchaser and each subsequent owner that the vehicle is:

- a. designed, built and equipped so as to conform with the applicable California Air Resources Board emission standards.
- b. free from defects in materials and workmanship which cause any part that can affect emissions to fail to conform with applicable requirements or to fail a California Smog Check test or EPA-approved short test for a period of 3 years or 50,000 miles, whichever occurs first.
- c. free from defects in materials and workmanship in emission related parts, which are contained in the California Emission Warranty Parts List on page 12, for a period of 7 years or 70,000 miles, whichever occurs first.

Coverage begins on the date of first retail sale or the date the vehicle is first placed into service as a sales demonstrator, Aftersales Mobility Program (AMP) Vehicle or company vehicle, whichever is earlier.

To obtain service under this warranty, the vehicle must be brought, upon failure of a Smog Check test or upon discovery of the defect, to the workshop of any authorized MINI dealer, during normal business hours. The authorized MINI dealer will honor or deny your claim within 30 days. If the claim is denied, the authorized MINI dealer will notify you in writing of the reason(s). The authorized MINI dealer is required by law to honor the claim if notice is not given to the owner within 30 days.

The authorized MINI dealer will, without charge for parts or labor (including diagnosis), either adjust, repair or replace the defective part and other parts affected by the failure of the warranted part, if any. If your vehicle failed the California Smog Check test or an EPA-approved short test, then MINI USA will repair your vehicle so that it will pass this test. Items that require scheduled replacement are warranted up to their first replacement interval. MINI USA may repair a part in lieu of replacing it when performing warranty repairs. Parts for which replacements are made become the property of MINI USA. After 3 years or 50,000 miles, and in accordance with paragraph (c) above, such repairs are limited to the repair or replacement of those parts identified in the California Emission Control System Limited Warranty List.

Vehicles sold in California are also subject to Federal emission warranty provisions that run concurrently. For California vehicles, the specific emission control components listed on page 8 are also covered under the Federal Emission System Defect Warranty of 8 years or 80,000 miles, whichever occurs first.

If, within 7 years or 70,000 miles, whichever occurs first, the vehicle fails a Smog Check because of a defect in a part listed in the California Emission Warranty Parts List on page 12, repair or replacement will be performed under this warranty.

A repair performed as the result of a Smog Check test failure due to a defect in a part, which is warranted for 7 years or 70,000 miles, is covered.

Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

In all cases, a reasonable time, not to exceed 30 days, must be allowed for a warranty repair to be completed, after the car is received by the authorized MINI dealer.

It is the owner's responsibility to have all required maintenance services performed (at the owner's expense when applicable), as prescribed in the maintenance schedule for the MINI Emission Control System. Service intervals are computed by the Condition Based Service system and displayed on the instrument panel.

However, MINI USA will not deny your warranty repair claims solely because you do not have maintenance records or you did not perform the required maintenance unless MINI USA demonstrates that such lack of required maintenance is a direct cause of the emission control system failure. The instructions for required maintenance and use can be found in the Owner's Manual and in the MINI Maintenance Booklet.

It is strongly recommended that any replacement parts used for maintenance, repair or replacement of emission control systems be genuine MINI Service Parts or MINI Authorized Remanufactured Parts. Without invalidating this warranty, the owner may elect to have maintenance, repair or replacement of the emission control systems performed by any automotive repair establishment, or elect to use parts other than MINI Authorized Remanufactured or genuine MINI Service Parts. However, the cost of such service or parts will not be covered under this warranty, except in emergency situations. In an emergency situation, where an authorized MINI dealer is not reasonably available or a warranty replacement part is not available within 30 days. repairs may be performed at any available service establishment or by any individual using any replacement part.

A repair not completed within 30 days constitutes an emergency. MINI USA, a Division of BMW of North America, LLC will reimburse the owner for such emergency repairs (including labor, parts and diagnosis not to exceed MINI suggested retail price for all warranted parts replaced and labor charges based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate) that are covered under this warranty. Replaced parts and paid invoices must be presented to an authorized MINI dealer as a condition of reimbursement for emergency repairs not performed by an authorized MINI dealer.

The use of replacement parts, which are not of equivalent quality, may impair the effectiveness of emission control systems. If other than genuine MINI Service Parts or Authorized Remanufactured Parts are used for maintenance, repair or replacement of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to genuine MINI parts in performance and durability. MINI USA, a Division of BMW of North America, LLC assumes no liability under this warranty with respect to parts other than genuine MINI parts.

However, the use of non-genuine MINI replacement parts does not invalidate the warranty on other components, unless non-genuine MINI parts cause damage to warranted parts.

#### WHAT IS NOT COVERED

The car or any part of the car, unless the failure causes the car to fail to conform to the applicable emission regulations.

Malfunctions, including consequential, caused by negligence, misuse/improper operation of the vehicle, environmental influences, flood, accident or fire damage.

Malfunctions, including consequential, caused by improper adjustment/repair, modification, alteration, tampering, disconnection, improper or inadequate maintenance except if one or more of these occurred as a result of repair work that was performed by an authorized MINI dealer under warranty.

For gasoline engines, malfunctions caused by the use of leaded fuel or fuels containing more than 10% ethanol, or other oxygenates with more than 2.8% oxygen by weight (i.e., more than 15% MTBE or more than 3% methanol plus an equivalent amount of co-solvent and/or as specified in the Owner's Manual).

Spark plugs, filters, and similar maintenance items are not covered under this warranty at or beyond the first replacement interval, or if the part has been replaced earlier for reasons other than it being defective.

Any car on which the odometer has been replaced or altered and the true mileage cannot be determined.

Any car on which the Vehicle Identification Number (VIN) is altered and/or cannot be determined.

#### **GENERAL**

The warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES HEREIN.

MINI USA, A DIVISION OF BMW OF NORTH AMERICA, LLC HEREBY EXCLUDES INCIDENTAL AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE OF THE VEHICLE, FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, APPLICABLE TO THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Federal warranty provisions also apply to all vehicles sold in all U.S. states and territories regardless of whether a state has enacted state warranty provisions that differ from the federal provisions.

For assistance in determining which parts are covered by this warranty, please contact your authorized MINI dealer or MINI USA, a Division of BMW of North America, LLC Customer Relations and Services Department at 1 866 ASK-MINI (275-6464). You may obtain further information concerning the emissions warranty or report violations of warranty terms, by contacting Air Resources Board (ARB), Mobile Source Division, 9528 Telstar Avenue, El Monte, CA 91731. Please include the title of the MINI service department head and telephone number.

### CALIFORNIA EMISSION CONTROL SYSTEM LIMITED WARRANTY PARTS LIST

The following components are covered for defects by the California Emission Control System Limited Warranty for a period of 7 years or 70,000 miles, whichever comes first.

Models:	MINI Cooper Hardtop 2 Door Hardtop 4 Door Convertible Clubman Clubman ALL4	MINI Cooper Countryman Countryman ALL4	MINI Cooper S Hardtop 2 Door Hardtop 4 Door Convertible MINI John Cooper Works (JCW) Hardtop 2 Door Convertible Clubman ALL4 Countryman ALL4
Coverage:	7 years 70,000 miles	7 years 70,000 miles	7 years 70,000 miles
Brake System Control Module [Control Unit DSC]	•	•	•
Camshaft Position Adjustment Unit	•	•	•
Catalytic Converter	•	•	•
Charge Air Duct (Turbocharger to Charge Air Cooler)			•
Charge Air Cooler	•	•	•
Coolant Pump w/ Thermostat	•	•	•
Engine Control Module (ECM) [Control Unit DME]			
Evaporative Emission Canister [Activated Charcoal Filter]			
Exhaust Manifold Gasket	•	•	•
Fuel Injector	•	•	•
Fuel Pump [Supply Module]	•	•	•
Fuel Rail [High-Pressure Rail]	•	•	•
Fuel Tank	•	•	•
High-Pressure Fuel Pump	•	•	•
Intake Manifold	•	•	•

Models:	MINI Cooper Hardtop 2 Door Hardtop 4 Door Convertible Clubman Clubman ALL4	MINI Cooper Countryman Countryman ALL4	MINI Cooper S Hardtop 2 Door Hardtop 4 Door Convertible MINI John Cooper Works (JCW) Hardtop 2 Door Convertible Clubman ALL4 Countryman ALL4
Coverage:	7 years 70,000 miles	7 years 70,000 miles	7 years 70,000 miles
Malfunction Indicator Lamp (MIL)	•	•	•
Timing Chain	•	•	•
Torque Converter	•	•	•
Transmission Control Module [Control Unit EGS]	•	•	•
Transmission Rotational Speed Sensor	•	•	•
Turbocharger	•	•	•
Turbocharger to Catalytic Converter Gasket			•
Turbocharger to Catalytic Converter Screw Clamp			•
Turbocharger Wastegate Actuator			•
Valve Cover Gaskets [Profile Seal for Cylinder Head Cover]	•	•	•
Valvetronic Actuator [Eccentric Shaft Actuator]			•
VANOS VVT Central Valve	•	•	•

Models:	MINI Cooper S Clubman Clubman ALL4 Countryman Countryman ALL4	MINI Cooper S E Countryman ALL4
Coverage:	7 years 70,000 miles	7 years 70,000 miles
Brake System Control Module [Control Unit DSC]	•	•
Camshaft Position Adjustment Unit	•	•
Catalytic Converter	•	•
Cell Module, High-Voltage Battery Accumulator		•
Charge Air Duct (Turbocharger to Charge Air Cooler)		•
Charge Air Cooler	•	•
Coolant Pump w/ Thermostat	•	•
Electric A/C Compressor		•
Electric Drive Motor (Traction Motor) [Traction Electrical Machine]		
Electric Power Steering Control Unit		•
Electronic Memory Management Control Unit [Battery Management Electronics (SME)]		
Engine Control Module (ECM) [Control Unit DME]	•	•
Exhaust Manifold Gasket	•	•
Fuel Injector	•	•
Fuel Pump [Supply Module]	•	•
Fuel Rail [High-Pressure Rail]	•	•
Fuel Tank	•	•
High-Pressure Fuel Pump	•	·
Intake Manifold	•	·
Malfunction Indicator Lamp (MIL)	•	•
Timing Chain	•	•
Torque Converter	•	
Transmission Control Module [Control Unit EGS]	•	•

Models:	MINI Cooper S Clubman Clubman ALL4 Countryman Countryman ALL4	MINI Cooper S E Countryman ALL4
Coverage:	7 years 70,000 miles	7 years 70,000 miles
Transmission Rotational Speed Sensor	•	•
Turbocharger	•	•
Turbocharger to Catalytic Converter Gasket	•	•
Turbocharger to Catalytic Converter Screw Clamp	•	•
Turbocharger Wastegate Actuator	•	
Valve Cover Gaskets [Profile Seal for Cylinder Head Cover]		•
Valvetronic Actuator [Eccentric Shaft Actuator]	•	•
VANOS VVT Central Valve	•	•

#### TIRE WARRANTY STATEMENT

Original equipment tires on new MINI vehicles are warranted by their respective manufacturer as detailed in the applicable tire manufacturer's warranty statement.

The CD ROM MINI provides in the vehicle's documents portfolio contains the warranty statements for the following original equipment tire manufacturers (as applicable to your vehicle):

- ▷ Bridgestone/Firestone
- □ Goodyear/Dunlop
- ▶ Hankook

- ▷ Pirelli

The terms and conditions of the tire manufacturers' warranties are independently determined by the tire manufacturers without input from MINI. We recommend either contacting or visiting the specific tire manufacturer's website to ensure that you have the most current warranty information that applies to your tires.

Should you have difficulty in obtaining the applicable warranty service from a tire manufacturer, your authorized MINI dealer will assist you in resolving the situation.

Instructions for proper tire care and maintenance are contained in the Wheels and Tires section of your vehicle's Owner's Manual.

#### 12 VOLT BATTERY CARE\*

Battery posts, terminals and related accessories contain lead and lead compounds; chemicals known to the State of California to cause cancer. ◀

If your car is driven only for short distances of less than 10 miles over a prolonged period of time, without an occasional drive at highway speeds, the engine's charging system will not maintain the battery. Insufficient use of the vehicle could result in short-term starting problems and in the long term could damage the battery.

In case the car will not be operated for more than four weeks, it is advisable to:

- consider using a proper trickle charger, following the charger manufacturer's instructions, to maintain the battery's state of charge; or
- consult your authorized MINI dealer or another qualified service center regarding battery removal. Once removed, the battery must be charged and stored in a cool, dry place where it can be protected from freezing. If the battery will be stored for over 3 months, it must be recharged every 3 months, or else it will become damaged and useless.

Please consult with your authorized MINI dealer or another qualified service center for further guidance and information.

\*For the MINI Cooper S E Countryman ALL4, the information above refers to the 12-volt service battery and not the high-voltage battery.

# HIGH-VOLTAGE LITHIUM-ION BATTERY CARE AND REPAIRS

The MINI Cooper S E Countryman ALL4 is powered by a high-voltage lithium-ion battery enclosed in a self-contained system. Opening or removing the self-contained system creates a genuine risk of severe damage to the high-voltage lithium-ion battery as well as personal injury, including fatal electrocution.

The high-voltage lithium-ion battery requires no maintenance except for keeping the vehicle's high-voltage lithium-ion battery charged to proper specifications; refer to the Owner's Manual.

For the entire duration of the high-voltage lithium-ion battery Limited Warranty and the high-voltage lithium-ion battery Capacity Coverage, repairs performed according to limited warranties and capacity coverage are provided without charge. The vehicle should be taken to an authorized BMW center to have these repairs performed by specially trained personnel under the terms of the high-voltage lithium-ion battery Limited Warranty and the high-voltage lithium-ion battery Capacity Coverage.

#### CORROSION PROTECTION

Extensive corrosion protection measures now make it possible to offer a 12-year unlimited mileage anti-corrosion warranty against rust perforation on your vehicle provided that the vehicle is properly maintained. Information on proper maintenance is available in this Booklet and your vehicle's Owner's Manual.

The major degree of corrosion protection is due to the electrophoretic dip painting process which cathodically deposits paint particles on all body parts, attracting paint particles into the minutest cavities or seams. Body parts are designed to provide optimum corrosion protection.

During manufacture, exterior body parts receive an additional corrosion protection coat. Hood, trunk, doors and other body parts with metal folds are coated with PVC and sealed from the outside.

All floor panels receive a resilient coating of PVC for maximum protection against damage due to stones, etc.

Corrosion protection materials tested over many years are applied to the surfaces of cavities and to the entire underside of the vehicle during and after assembly.

For additional information on the 12-year unlimited mileage anti-corrosion warranty, see the Warranty section of this Booklet (page 4).

#### RESTORING CORROSION PROTECTION

Please take care that anti-corrosion material is replaced when your car is repaired after body or chassis damage.

#### UNDERBODY MAINTENANCE

The underbody has to be cleaned at least once a year, in Spring, with plain water in order to remove mud, chemical sediments and other deposits. If those materials are not removed, corrosion (rust) will occur.

MINI recommends that your authorized MINI dealer perform this anti-corrosion service for you.

Do not apply additional undercoating or rust-proofing on or near the exhaust manifold, exhaust pipes, catalytic converter or heat shields. During driving, the substance used for undercoating could overheat and cause a fire.

### FUEL QUALITY — GASOLINE

Use fuels advertised to have adequate detergency and low alcohol (such as ethanol) content. Please refer to your Owner's Manual for important information on the fuel recommended for use in your vehicle. Use of fuels with insufficient detergent and/or excess alcohol can cause driveability problems that necessitate cleaning intake valves and fuel injection valves, and, when applicable, adjusting the engine idle. We recommend having this work performed by your authorized MINI dealer or another qualified service center, perhaps while regular maintenance is performed. Your authorized MINI dealer can also recommend a gasoline additive that will provide sufficient detergency. This recommended, unscheduled maintenance, which may be necessitated by use of inappropriate fuels, is not required in order to maintain the emission warranty. It also is not covered by your vehicle's warranty because no defect in material or workmanship or component failure is involved.

#### NOTICE

The "National Traffic and Motor Vehicle Safety Act of 1966" requires manufacturers to be in a position to contact vehicle owners when a correction of a safety-related defect or noncompliance issue with an applicable federal motor vehicle safety standard becomes necessary.

Please see the Correcting, Updating or Changing Vehicle-Related or Ownership Information section.

# CORRECTING, UPDATING OR CHANGING VEHICLE-RELATED OR OWNERSHIP INFORMATION

To enable MINI to contact you with important vehicle product and safety updates, including vehicles with expired warranty coverage, please update your vehicle-related or ownership information by either:

- ▶ Logging on at MINIUSA.com/OL to access your MINI OWNERS' LOUNGE account (create a new account as necessary), then click UPDATE PROFILE at the top of the page
- ▷ Contacting the MINI Customer Relations and Services Department at 1 866 275-6464
- ▷ Completing and mailing the Information Change Card, located at the back of this Booklet

Please have your vehicle's 17-character Vehicle Identification Number (VIN) available.

#### EXPORTING YOUR MINI VEHICLE

Your vehicle has been specifically adapted and designed to meet the particular operating conditions and homologation requirements in your country and continental region in order to deliver the full MINI Motoring experience driving pleasure while the vehicle is operated under those conditions.

If you wish to operate your vehicle in another country or region, you may be required to adapt your vehicle to meet different prevailing operating conditions and homologation requirements. You should also be aware of any applicable warranty limitations or exclusions for such country or region. In such case, please contact the Customer Relations and Services Department for further information.

# CUSTOMER ASSISTANCE INFORMATION

Your satisfaction with our product and the services provided by authorized MINI dealers is of great importance to us. We take pride in our product, as does the authorized MINI dealer who services it. If you should ever have a question regarding your authorized MINI dealer's service or your MINI's performance, we recommend that you contact your authorized MINI dealer.

When contacting an authorized MINI dealer, we suggest that depending upon the nature of your contact, you discuss it with either the Sales, Service, or Parts Manager.

As all matters are resolved at the authorized MINI dealer level, it is important that they be given the opportunity to provide a solution. Should you feel that you were not provided with the proper response, we urge you to contact the General Manager or authorized MINI Dealer Operator.

Despite the best intentions of all parties, a misunderstanding may occur between you and your authorized MINI dealer. Should this occur and you require further assistance, you may wish to contact the MINI USA's Customer Relations and Services Department at:

Telephone: 1 866 ASK-MINI (275-6464) Email: MINI.assistance@askMINIUSA.com

When contacting us, we ask that you provide the following information:

- ➤ Your name, address and telephone number
- ∨ Vehicle Identification Number (last seven digits)
- ∨ Vehicle's delivery date
- ∨ Vehicle mileage
- ▷ Selling authorized MINI dealer's name
- ➢ Servicing authorized MINI dealer's name
- Description of the problem

A MINI USA Customer Relations and Services Representative will carefully review all the facts involved and let you know what further action will be taken in conjunction with your authorized MINI dealer. Please remember: the first step in resolving a complaint is to contact the authorized MINI dealer that performed the work on your vehicle. They have the necessary equipment and the personnel to achieve this goal.

We are confident that every effort will be made to ensure your satisfaction.

#### **CUSTOMER ASSISTANCE - NOTIFICATION**

During a specific period (for example, the earlier of 12 months or 12,000 miles, though this period varies by state), some states require us or our authorized MINI dealer to repair in a reasonable number of attempts, any defect or condition which substantially impairs the use, value, or safety of a new vehicle sold, leased or registered in that state.

A "reasonable number of attempts" is generally defined as: (i) four or more attempts to repair the same defect (the number of attempts vary by state) or (ii) the vehicle is out of service by reason of one or more repair(s) for more than a cumulative total of 30 days (this period varies by state), except for delays created by conditions beyond our control.

If we are unable to correct a defect or condition covered by these statutes in a reasonable number of attempts, we may be obligated either to replace the vehicle or reimburse the owner/lessee in an amount equal to the purchase price or lease payments paid by the owner/lessee, less the amount directly attributable to use of the vehicle by the owner/lessee.

You should send written notification directly to MINI USA, a Division of BMW of North America, LLC of the existence of an alleged defect. Send written communication to the Customer Relations and Services Department address listed below.

MINI USA, a Division of BMW of North America, LLC Customer Relations and Services Department P.O. Box 1227 Westwood, NI 07675-1227

Telephone: 1 866 ASK-MINI (275-6464)

Email: MINI.assistance@askMINIUSA.com

IMPORTANT: IF THIS VEHICLE HAS A DEFECT THAT SUBSTANTIALLY AFFECTS ITS USE, VALUE OR SECURITY, OR THAT MAY CAUSE DEATH OR SERIOUS BODILY INJURY IF DRIVEN, AND WAS PURCHASED, LEASED OR REGISTERED IN NEW JERSEY, YOU MAY HAVE THE RIGHT UNDER THE LEMON LAW IN THE STATE OF NEW JERSEY TO A REFUND OF THE PRICE OF PURCHASE OR TO YOUR LEASE PAYMENTS.

Here is a summary of your rights:

- 1. To qualify for compensation under the New Jersey lemon law, you must give the manufacturer or your dealer opportunity to repair or correct the defect of the vehicle within the terms of protection under the lemon law, which are the first 24,000 miles of operation or two years after the date of original date of delivery or whichever comes first.
- If the manufacturer or your dealer cannot fix or correct the defect within a reasonable amount of time, you may have the right to return the vehicle and receive a full refund, less a discount for the use of the vehicle.
- 3. If it is assumed that the manufacturer or your dealer cannot repair or correct the defect and if the same defect continues to substantially exist after that the manufacturer has received a notice of the defect, sent by certified mail with return receipt, and has had a final chance to correct the defect or condition within 10 days of receiving the notice. This notice must be received by the manufacturer within the terms of protection and can only be given after (i) the manufacturer or your dealer has attempted two or more times to correct the defect: (ii) the manufacturer or your dealer has attempted, at least once, to correct the defect if the defect is one which can cause death or serious bodily injury if the vehicle is operated; or (iii) the vehicle has been out of service for repairs by a total of 20 calendar days accumulation or more, or in the case of a rolling motorized house (motorhome) 45 days or more.
- 4. If the same defect substantially continues to exist after the manufacturer has had the last opportunity to repair or correct the defect, you may file a claim for compensation under the New Jersey lemon law.

FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS AND RESOURCES UNDER THIS LAW, INCLUDING THE MANUFACTURER'S ADDRESS FOR NOTIFICATION OF THE DEFECT, PLEASE CONTACT: NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, PHONE NUMBER: 1 973 504-6226.

IMPORTANTE: SI EL VEHÍCULO TIENE UN DEFECTO QUE AFECTE DE MANERA SUSTANCIAL SU USO, VALOR O SEGURIDAD, O QUE PUEDA CAUSAR LA MUERTE O LESIONES CORPORALES GRAVES SI SE MANEJA, Y SE COMPRÓ, ARRENDÓ O REGISTRÓ EN NUEVA JERSEY, PUEDE TENER DERECHO EN LOS TÉRMINOS DE LA LEY SOBRE DEFECTOS CONOCIDA COMO "LEMON LAW" DEL ESTADO DE NUEVA JERSEY A UN REEMBOLSO DEL PRECIO DE COMPRA O DEL PAGO DEL ARRENDAMIENTO.

Aquí le damos un sumario de sus derechos:

- 1. Para tener derecho a una indemnización en los términos de la "Lemon Law" de Nueva Jersey, debe dar el fabricante o a su concesionaria la oportunidad de reparar o corregir el defecto del vehículo dentro de los plazos de protección que establece esta ley, que son las primeras 24,000 millas de operación o dos años a partir de la fecha de entrega original, lo que ocurra primero.
- 2. Si el fabricante o su concesionaria no pueden arreglar o corregir el defecto en un plazo razonable, puede tener derecho a devolver el vehículo y recibir un reembolso íntegro, menos un descuento por el uso del vehículo.
- 3. Se da por sentado que el fabricante o su concesionaria no pueden reparar o corregir el defecto si el mismo defecto continúa existiendo de manera sustancial después de que el fabricante ha recibido una notificación del defecto enviada por correo certificado con acuse de recibo, y ha tenido un última oportunidad de corregir el defecto o problema en los 10 días posteriores a la recepción de la notificación. Esta notificación debe ser recibida por el fabricante dentro de los plazos de protección y sólo se puede dar después de que (i) el fabricante o su concesionaria han intentado dos o más veces corregir el defecto, (ii) el fabricante o su

concesionaria han intentado, al menos una vez, corregir el defecto si este puede causar la muerte o lesiones corporales graves si se maneja el vehículo, o (iii) el vehículo ha estado fuera de servicio por reparaciones un total de 20 días calendario o más, o en el caso de una casa rodante motorizada (casa rodante), 45 días o más.

4. Si el mismo defecto sigue existiendo de manera sustancial después de que el fabricante ha tenido la última oportunidad de reparar o corregir dicho defecto, puede presentar una reclamación de indemnización en los términos de la "Lemon Law" de Nueva Jersey.

SI DESEA MÁS INFORMACIÓN ACERCA DE SUS DERECHOS Y RECURSOS EN LOS TÉRMINOS DE ESTA LEY, INCLUIDA LA DIRECCIÓN DEL FABRICANTE PARA NOTIFICACIONES DE DEFECTOS, ESTOS SON LOS DATOS DE CONTACTO: NEW JERSEY DEPARTAMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, TELÉFONO: 1 973 504-6226.

#### **BBB AUTO LINE**

If your concern is still not resolved to your satisfaction, MINI USA, a Division of BMW of North America, LLC offers additional assistance through BBB AUTO LINE in ARKANSAS, CALIFORNIA, GEORGIA, IDAHO, IOWA, KENTUCKY, MARYLAND, MASSACHUSETTS, MINNESOTA, PENNSYLVANIA, and VIRGINIA. BBB AUTO LINE is a dispute resolution program administered by the Council of Better Business Bureaus, BBB AUTO LINE resolves disputes through mediation or arbitration. Mediation is an informal proceeding whereby a neutral third party (mediator) helps the parties to find an acceptable resolution. Arbitration is also an informal proceeding in which an impartial third party renders a decision after a hearing at which both parties have an opportunity to be heard. You can select mediation or arbitration or both.

The program is free of charge to you, the consumer, but there are some minimum requirements for participation in the program. Please contact BBB AUTO LINE at the address or phone number listed below for more details:

BBB AUTO LINE 3033 Wilson Boulevard, Suite 600 Arlington, VA 22201 1 800 955-5100

If you wish to use the program and you qualify for participation, you will be required to provide the following information:

- ➤ Your name and address
- ▷ The Vehicle Identification Number (VIN)
- ▷ The make, model and year of your vehicle
- A description of the problem with your vehicle

BBB AUTO LINE will also ask you for other information that may help resolve your concerns, such as the purchase price of your vehicle, any mileage at the time of purchase, the current mileage, and copies of repair orders.

BBB AUTO LINE will notify you when your claim has been filed. If you decide to arbitrate, you may attend the hearing in person or by telephone. You may bring witnesses and give supporting evidence. You may also submit your claim in writing and ask for a decision on the documents you submit, without attending a hearing. BBB AUTO LINE will usually render a decision within 40 days from the time you file your complaint. The decision is binding on MINI if you decide to accept it. MINI must comply with the decision within the time frame specified by the arbitrator.

Important: You must use BBB AUTO LINE before asserting in court any rights or remedies created by the Magnuson Moss Warranty Act, ("The Act") 15 U.S.C. Sec. 2301, et seq. You may also be required to use BBB AUTO LINE before seeking remedies under your state's "Lemon Law". If you choose to seek redress by pursuing rights and remedies not created by Title 1 of the Magnuson Moss Warranty Act, prior resort to the BBB AUTO LINE is not required by any provision of the Act.

#### CALIFORNIA RESIDENTS

- MINI USA, a Division of BMW of North America, LLC participates in BBB AUTO LINE, a mediation/arbitration program administered by the Council of Better Business Bureaus [3033 Wilson Boulevard, Arlington, Virginia 22201] through local Better Business Bureaus. The Arbitration Certification Program of the California Department of Consumer Affairs has certified BBB AUTO LINE and BMW.
- 2. If you have a problem arising under a MINI written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. Claims must be filed with BBB AUTO LINE within six (6) months after the expiration of the warranty.
- 3. To file a claim with **BBB** AUTO LINE, call 1 800 955-5100. There is no charge for the call.
- 4. In order to file a claim with BBB AUTO LINE, you will have to provide your name and address, the brand name and Vehicle Identification Number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of MINI or one of our dealers, and a statement of the relief you are seeking. There is no charge to the customer in bringing this claim.
- 5. BBB AUTO LINE staff may try to help resolve your dispute through mediation. If mediation is not successful, or if you do not wish to participate in mediation, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed; there may be a delay of 7 days if you did not first contact MINI about your problem, or a delay of up to 30 days if the arbitrator requests an inspection/report by an impartial technical expert or further investigation and report by BBB AUTO LINE.

- 6. You are required to use **BBB** AUTO LINE before asserting in court any rights or remedies conferred by California Civil Code Section 1793.22. You are not required to use **BBB** AUTO LINE before pursuing right and remedies under any other state or federal law. "You are also required to use **BBB** AUTO LINE before exercising rights or seeking remedies created by Title I of the Magnuson-Moss Warranty Act, 15 U.S.C. sec. 2301 et seq. If you choose to seek redress by pursuing rights and remedies not created by California Civil Code Section 1793.22 or Title I of the Magnuson-Moss Warranty Act, resort to **BBB** AUTO LINE is not required by those statutes."
- 7. California Civil Code Section 1793.3(d) requires that, if MINI or its representative is unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, BMW NA may be required to replace or repurchase the vehicle. California Civil Code 1793.22(b) creates a presumption that MINI has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:
  - The same nonconformity [a failure to conform to the written warranty that substantially impairs the use, value or safety of the vehicle] results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by MINI or its agents AND the buyer or lessee has directly notified MINI of the need for the repair of the nonconformity; OR
  - The same nonconformity has been subject to repair 4 or more times by MINI or its agents AND the buyer has notified MINI of the need for the repair of the nonconformity; OR

 The vehicle is out of service by reason of repair of nonconformities by MINI or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

# NOTICE TO MINI AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

MINI USA, a Division of BMW of North America, LLC
Customer Relations and Services Department
P.O. Box 1227
Westwood, NJ 07675-1227
1 866 ASK-MINI (275-6464)
MINI.assistance@askMINIUSA.com

- 8. The following remedies may be sought in BBB AUTO LINE: repairs, reimbursement for money paid to repair vehicle or other expenses incurred as a result of a vehicle nonconformity, repurchase or replacement of your vehicle and compensation for damages and remedies available under MINI's written warranty or applicable law.
- The following remedies may not be sought in BBB AUTO LINE: punitive or multiple damages, attorneys' fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).
- 10. You may reject the decision issued by a BBB AUTO LINE arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.
- 11. If you accept the arbitrator's decision, MINI will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.
- 12. Please call **BBB** AUTO LINE at 1 800 955-5100 for further details about the program.

IDAHO Residents IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER THE STATE'S LEMON LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE OR YOUR LEASE PAYMENTS. HOWEVER, TO BE ENTITLED

TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED DEALER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. YOU ALSO HAVE A RIGHT TO SUBMIT YOUR CASE TO THE CONSUMER ARBITRATION PROGRAM WHICH THE MANUFACTURER MUST OFFER IN THIS STATE.

#### SPECIAL PROGRAMS

SOMETIMES MINI USA, A DIVISION OF BMW OF NORTH AMERICA, LLC OFFERS A SPECIAL ADJUSTMENT PROGRAM TO PAY ALL OR PART OF THE COST OF CERTAIN REPAIRS BEYOND THE TERMS OF THE WARRANTY. CHECK WITH YOUR AUTHORIZED MINI DEALER TO DETERMINE WHETHER ANY ADJUSTMENT PROGRAM IS APPLICABLE TO YOUR MOTOR VEHICLE.

#### MINI ROADSIDE ASSISTANCE

The MINI Roadside Assistance Program reflects MINI USA, a Division of BMW of North America, LLC's commitment to your complete satisfaction with the MINI ownership experience.

It's available for U.S. version MINIs in all 50 states, Canada, and Puerto Rico 24 hours a day, 365 days a year.

It's a valuable benefit provided to you at no additional cost. (Subject to certain limitations and exclusions noted on page 25.)

Telephone: 1 866 646-4772 (MINIRSA)

The MINI Roadside Assistance Program is not a warranty and does not affect your rights under the MINI New Passenger Car Limited Warranty.

Services provided by a third-party business partner.

# MINI ROADSIDE ASSISTANCE SMARTPHONE APPLICATION

The free MINI Roadside Assistance Smartphone App dispatches fast, reliable service to your MINI. For more details and to download the App for your iPhone® or Android™ Smartphone, visit https://www.roadsidemobile.com/MINI

#### OWNER'S ELIGIBILITY

You are covered if your vehicle is:

- A new MINI passenger car, distributed by MINI USA, a Division of BMW of North America, LLC, and purchased at an authorized MINI dealer; OR,
- A new, U.S. version, MINI passenger car purchased under the Diplomatic or Military Sales programs, operated in any of the 50 states, Canada and Puerto Rico.

The vehicle itself is covered when driven by any authorized driver. Protection is concurrent with the MINI New Passenger Car Limited Warranty.

Protection as determined by the vehicle's original in-service date:

New MINIs — Protection is provided for 4 years/unlimited miles.

MINI NEXT (Certified Pre-Owned) MINIs — 5 years or 6 years (as applicable)/unlimited miles.

NOTE: This protection does not affect the new vehicle limited warranty coverage, which remains at 4 years/50,000 miles, or the applicable MINI NEXT program's time and mileage coverage.

#### **GETTING STARTED**

For your convenience, a decal showing Roadside Assistance information has been affixed on the driver's side of the windshield and in the rear compartment area.

#### CALLING FOR ASSISTANCE

The toll-free MINI Roadside Assistance number is answered by a MINI Roadside Assistance service representative. In order for you to receive quick and reliable services, it is essential that you provide detailed and accurate information to the service representative.

Be prepared to give:

- Your complete Vehicle Identification Number (found on your vehicle registration, or on the bottom driver's side of your windshield)

- Vehicle location (including nearby crossroads/ intersections, highway mile markers, street numbers, landmarks, etc.)

- ▷ Location you are calling from (including a telephone number where you can be reached). If you are calling from a public phone, wait there for the return call. Do not leave this location without informing the Roadside Assistance service representative.
- ➢ A description of your vehicle's problem. Specific and accurate information will enable the Roadside Assistance service representative to provide the proper help.

Note: If you are using the free MINI Roadside Assistance Smartphone App, the information above is not required.

#### **SERVICES**

From the information you provide, the MINI Roadside Assistance service representative will determine the type of help required.

#### DISPATCH SERVICE

A service provider will be dispatched to the site of your disabled vehicle.

#### ON-SITE ASSISTANCE

On-site service for vehicle disablements, such as flat tires, dead batteries, and out of fuel conditions, is provided by MINI Roadside Assistance.

The cost for parts and fuel, when used on-site, is the responsibility of the owner/driver. The MINI New Passenger Car Limited Warranty does not cover any of the above on-site services.

#### LOCK-OUT

Please contact MINI Roadside Assistance for lock-out situations. MINI Roadside Assistance will attempt to reunite the owner with a spare key by calling someone at the customer's residence or by sending a taxicab to pick you up. (Cost of the taxi is not reimbursable.) Be sure the vehicle is in a safe location in the above situations. As a last resort, we will have your MINI towed to a dealership. The authorized MINI dealership can assist with key replacement. Towing services will be provided up to a maximum of \$100.00 per incident. The cost for replacement keys is the responsibility of the owner/driver.

#### TOWING SERVICE

In the event of a mechanical breakdown normally covered under the MINI New Passenger Car Limited Warranty, your vehicle will be transported (at no cost) to the nearest authorized MINI dealer, or to the authorized MINI dealer of your choice, provided that the dealer is within a 50-mile radius of the closest dealer. Towing to the nearest authorized MINI dealer is also covered in the event of an accident or collision.

If a breakdown occurs after normal business hours, your vehicle will be transported to a secure location and transported to the nearest authorized MINI dealer on the next business day.

If you request that the vehicle be taken to a location other than the nearest authorized MINI dealer, any additional expense will be your responsibility.

Towing requests for vehicles disabled because of casualty, fire, act of God, acts of war (declared or undeclared), or violation of law (federal, state or local) are accepted at the expense of the owner/driver.

If it is necessary for you to have your vehicle towed through your own arrangements, you must contact MINI Roadside Assistance for prior authorization and instructions on claim procedures. All claims must be submitted within sixty (60) days of the disablement or occurrence, accompanied by the original receipts. Claims received after that time period may not be honored and are subject to the full discretion of MINI Roadside Assistance. If MINI Roadside Assistance is not contacted for "prior" authorization, the maximum coverage for towing situations is \$50.00.

#### SIGN-AND-DRIVE

In most instances, services provided under the MINI Roadside Assistance Program do not require immediate payment.

Usually, you will be able to sign a receipt, so the provider of the service can be reimbursed directly by MINI Roadside Assistance.

Parts, materials, and fuel should be paid for by you directly to the provider of the services.

#### TRIP INTERRUPTION BENEFITS

Trip interruption benefits are provided for mechanical breakdowns as follows:

- ▶ Breakdowns that are warranty related; and,
- ▶ Must occur in excess of 100 miles from the driver's primary residence; and,
- ▶ Repairs cannot be completed during normal business hours on the same day of breakdown.

Reimbursements will be made for meals, lodging, car rentals, and alternate transportation to bring the driver and the MINI passenger car together after the vehicle has been repaired by an authorized MINI dealer. Original receipts and a copy of the vehicle repair order must accompany all reimbursement requests.

Trip interruption coverage is limited to \$1,000.00 per incident, for a maximum of five days per incident.

Always contact MINI Roadside Assistance for trip interruption benefits. They will assist in making all the necessary arrangements.

#### **EXCLUSIONS**

Specifically excluded from coverage are:

- Fines, taxes, or impound towing fees caused by a violation of local or state law.
- Expenses related to extreme adverse weather conditions, including, but not limited to, floods, hurricanes and tornadoes (removal from water, snow, ice, etc.).
- Expenses for the removal of snow tires, and mounting or removal of snow chains.

# NEW PASSENGER CAR LIMITED WARRANTY 2018 MINI.



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