

# MKSAA Arbitration Case Policy

If the asset was run on a **RED LIGHT**, there is no ARB case on **RED LIGHT** units (except for items that must be disclosed per NAAA rules on red light units not in the in-op lane). They are "AS IS".

Per MKSAA Policy, if the unit was sold **GREEN LIGHT**, or **WHITE LIGHT** and there was no post-sale inspection completed, **there will be no Arbitration Case**, except for in the case of sale day rules, which are as follows. Buyer has till 4pm on sale day to sale day arb a vehicle or purchase a PSI. Once a sale day arb is requested the item being arbitrated is the only item that will be inspected, and a PSI can no longer be purchased and no other items on the unit can be arbitrated. IF's closed after 4 cannot be sale day arbitrated, buyer must purchase a psi at time of IF close to be able to have arbitration case. If the unit has left the gate at any point on sale day there can be no arbitration case unless a PSI was purchased. Please see cert boards to know what is inspected on a green and white light unit. Announcements on green or white light units may limit what is inspected and can be arbitrated on these units. If the unit is permed out at the gate at any point on sale day, the arbitration case is over. Per MKSAA policy, the 4:00 pm sale day arb is not valid on permed-out units, once it is out of the gate, **there will be no Arbitration Case** on the unit.

Under **\$800** including labor, not a valid case. **As per NAAA April, 3<sup>rd</sup>, 2023**

**\$800** and up including labor, a valid case can be opened. **As per NAAA April, 3<sup>rd</sup>, 2023**

**Title Mileage Discrepancies** – In the case of mileage discrepancies of 500 miles or less, there will be no Arbitration unless mileage is over 500 miles, then at that time you can request adjustment, or return the vehicle back to the seller.

**If Arbitrated/out of town** – In the case of an out of town Arbitration, If we request that you take it to a dealership to have diagnosed, (Dealership of our choice), you will have 72 hours/3 days and up to a maximum of 5 days to have a diagnosis and quote sent to us or the Arbitration case will be closed/denied.

**Frame and Flood** – If the case is valid, the seller will be contacted, and the vehicle will be **unwound** back to the seller's inventory.

**Arbitration Reimbursement:** When there is a successful Arbitration, we will reimburse such items as Buyer fees, transportation fees, and fuel fees. **At no time will we reimburse Post-Sale Inspection fees**, those are fees that give you 7 to 14 days of insurance to check your purchase over for items that may be arbitrated.

**Arbitration on Diesels** – We will arbitrate diesels on Post-Sale Inspections. Diesels will have **an extra \$100 added** to the cost of the Post-Sale Inspection, due to the higher cost of repairs expected on diesel engines.  
**No Post-Sale Inspection – No Arb.**

**Battery/key/key fob Policy** – To pass a Certification, the vehicle must have a working battery and properly working key or working key fob and no safety issues preventing test driving of the vehicle (bad brakes, death wobble, wheels missing multiple lug nuts, etc.). During a post-sale inspection these items may not be required but may come up and a battery or repairs may be requested to completed an inspection, or the vehicle will be deemed a fail due to not being able to properly inspect the vehicle.

**CR Grades** – MKSAA grades are solely cosmetic and do not refer to the undercarriage or structure unless otherwise seen in the areas such as aprons, quarter panels, A, B, C pillars, or visible signs of flood damage. Structural damage will only be caught doing a Pre-Sale, Post-Sale, or a Frame Check (\$50 Cost).

**Frame: Dents and bends are repairable deformations. Kinks are permanent deformations.**

**7-Day Frame ARB**, no matter the run light, per NAAA Policy (In lane and Online) \*\*

**Dents/Bends** in the structure are not considered a valid case, because a dent/bend can be repaired and do not jeopardize the integrity of the part. If the part is **kinked or buckled**, the integrity of the part has been compromised, and after inspection, cases will be deemed valid or invalid. **Bolt-on structures are not considered part of the structure per the NAAA Arbitration Policy.**

**Titles:** On a title Arb Case, the vehicle should have no more than 500 miles over CR miles, CR match, no new damages, and Pass "Post Sale Cert".

**Wearable Items:** Brakes, Tires, Belts, Suspension, etc.... Anything that needs regular maintenance will not be covered under the NAAA Arbitration Policy.

**Sunroof/Convertible Top:** Mechanical item, if noted in the CR **NO ARB Case**. If not noted, a case can be arbitrated if the unit is 4 years old or newer. (Electrical problems - see electrical arb section of the NAAA Arbitration Policy.)

**MKSAA Electrical Arbitration Policy:** Current model year, Up to 4 years old. **NO ARB Case** if older than 4 years. (Example Manufacture date 1/8/2019, today's date 1/9/2023. The arbitration timeline is out).

**Parking Assist/ADAS:** Arbitratable on vehicles that are 4 years old or newer, but we will have to send these units to the dealership to be inspected for the arbitration claim. Backup camera, collision sensors, lane assist, and front cameras. Will have to contact the dealership for pricing on the parts. NAAA Arbitration Policy states that ADAS systems are not arbitratable because of the recalibration that will need to happen during regular maintenance of the vehicle.

**10 years or older or 150,000 miles:** **NO ARB Case** on 10 years or older (Example Manufacture date 1/8/2013, today's date 1/9/2023. The arbitration timeline is out), except for units that ran on a white light.

**Headlights & Taillights:** Headlights and Taillights are not arbitratable, no matter the cost, unless missed in the CR for online buyers.

**Key Fobs/Keys:** Not responsible for keys – no Arb. (Unless key/Fob was pictured in CR) Then we will only have one key/fob made.

Once you arbitrate a unit, you cannot buy a Post-Sale Inspection

**Online sales:** – If the claim is a fault of MKSAA, Policy Loss and Check Request for shipping costs to the buyer.

**In-Lane Buyer Rules:** No Arb on CR discrepancies, as the vehicle was seen in-lane during purchase. You have till 4:00 pm on sale day to sale day arb or purchase a post-sale inspection if the vehicle has not left the gate and unless it is on the automatic PSI list.

**Stickers on Windshields:** Stickers are just for advertisement. All announcements and lights should be verified on the block and by the auctioneer during the purchase of the unit on the block.

**Repair Quotes:** MKSAA mechanical quotes are repair and replace quotes only, MKSAA's mech shop does not rebuild powertrain items on vehicles. If we have a rebuild quote it would be through a 3rd party and the 3rd party will be disclosed to the customer.