



U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 1368

Date Received
2003 NOV 24 PM
17-JUL-2003

Repository ☐
2:23
Reference No.
10029572

OWNER INFORMATION (Type or Print)

Name [REDACTED]
Address [REDACTED]
City ALSEP State IL Zip Code [REDACTED]

Daytime Telephone Number [REDACTED]
Evening Telephone Number [REDACTED]
E-mail Address [REDACTED]

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☐ YES ☒ NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.
Signature of Owner [REDACTED] Date 10/11/03

VEHICLE INFORMATION

Make DODGE Model RAM Model Year 1998
Date Purchased 07/31/98 Dealer's Name and Telephone Number MIDLOTHIAN DODGE INC
Original Owner ☒ Dealer's City MIDLOTHIAN State IL Zip Code 60445
Engine: No. Cylinders 8 Fuel Type: REG.
Transmission Type Auto. ☒ Antilock Brakes ☒ Cruise Control Powertrain V-8 6.9 LITER
Vehicle Component Code 063200 ENGINE AND ENGINE COOLING: EXHAUST SYSTEM: MANIFOLD
Multiple Failure: X 2

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s) 09-JUL-2003 Failure Mileage 42103 Failure Speed N/A
INTAKE MANIFOLD GASKET,
BEARING FAILURE DO TO OIL LOSS FROM

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make [REDACTED] Tire Model (Name or Number) [REDACTED] Tire Size (Example P215/65R15)
DOT No. (Example: D0THAL9AB0036) ☐ Original Equipment ☐ Prior Repair Failure Location:
Tire Component Code [REDACTED] Tire Failure Type [REDACTED]

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: [REDACTED] Date Manufactured: [REDACTED] Model No./Name: [REDACTED]
Seat Type: [REDACTED] Installation System: [REDACTED]
Child Seat Component Code: [REDACTED] Failed Part: [REDACTED]

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash ☐ Yes ☒ No Fire ☐ Yes ☒ No
Number of Persons Injured N Number of Deaths N Reported to Police N

Narrative Description of Incident(s), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure;
i.e., parts repaired or replaced (and if old part is available).

CONSUMER WAS HAVING PROBLEMS WITH THE INTAKE MANIFOLD, *AK
INTAKE GASKET RUPTURED CAUSING OIL TO BE SUCKED OUT
OF OIL PAN. AT 1258 MILES AFTER REPAIR WAS DONE
ON THE GASKET THE BEARING ON THE CRANKSHAFT
WENT BAD. HAD TO REPLACE BEARINGS AND CRANKSHAFT
AT MY OWN COST. INSURANCE DID NOT COVER IT BECAUSE
THEY SAID IT WAS DUE TO RUNNING THE ENGINE LOW ON
OIL.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

October 29, 2003

Western Diversified
Protective Services
P.O. BOX 770
Deerfield, Illinois 60015-0770
Attention: Dan Powell
Supervisor - Claims Department

Agreement no: [REDACTED]

File # [REDACTED]

Dear [REDACTED]

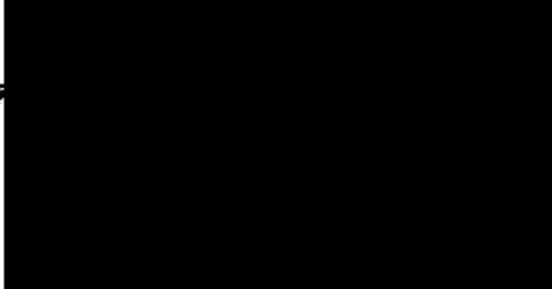
Thank you for responding to my past letters even though my requests have not been met. I am still waiting for a copy of the written request and explanation of the breakdown, parts, and labor that should have been obtained by your company per the contract number 3-21-301671-5 and the written request from your company asking my cooperation and permission in your investigation to breakdown the engine for inspection.

Considering the upper and lower intake gaskets were both repaired on 4-21-03 and the oil was all replaced it seems inconceivable that the damage was due to lack of proper lubrication after only 1,258 miles. Considering the average person including myself has their oil changed every 3,000 miles or 3 months how was it that the vehicle shows signs of lack of lubrication. Also, Tim at Edca Auto claimed he drained quite a bit of oil when he broke down the vehicle for inspection (without permission). It is possible that the intake gaskets were not properly functioning after being repaired or the wear on the bearings took place at the same time the gaskets failed and went unnoticed? Seeing that I did not receive any check engine or oil light it would be absolutely impossible to know if the oil was running low which does not seem the case. As state in my previous letter I notice that the oil pressure gauge was not registering correctly and I immediately took the vehicle in for inspection.

Also, I am still confused with all the discrepancies stated in the inspection reports, especially the VIN. Other discrepancies noted in the inspection reports were body style,

transmission type, tow package. OIL CONDITION: extent of damage explanation is inconsistent with each other, can you kindly explain these discrepancies. Also, at the bottom of both inspection reports it states that these are opinions and exactly that. Would it not make more sense to let the profession repairman state the facts instead of having a third party that may or may not know a thing about automobiles do the job and do it correctly?

Sincerely,



September 18, 2003

Western Diversified
Protective Services
P.O. BOX 770
Deerfield, Illinois 60015-0770
Attn: Claims-Mike-6869

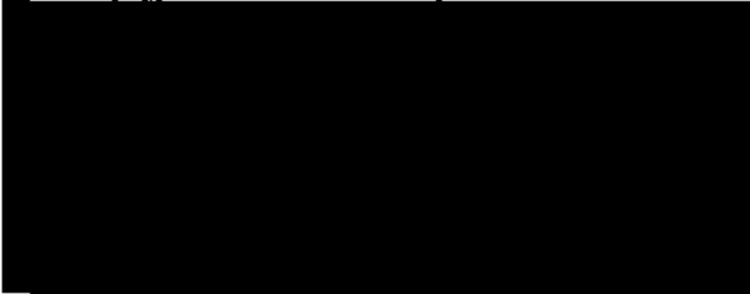
Mike:

Per my first letter requesting the written inspection reports I have received two typed inspection report that show many discrepancies. In total there are seven discrepancies between the two reports. This is very disturbing especially since our claim was rejected based on these reports. Also, because of the rejection of the claim we had to pay for the repairs totaling \$1,942.00 and our warranty on these particular parts are no longer valid. The complaint stated on the inspection reports is not what we claimed at the time we brought the vehicle in for repair. We had informed Edca Auto that we noticed the oil pressure gauge was reading low and not registering the day, June 30, before we brought the vehicle in. We also stated that we did not receive any lights as far as check engine or oil gauge light.

Also, in my first letter I requested Edca Auto written request and explanation of the breakdown, parts and labor per the contract number 3-21-301671-5 and the request from your company asking for my cooperation in your investigation to breakdown the engine. I was not notified of this breakdown until after it was completed. According to the contract these last two items were not obtained and therefore your company is in breach of contract. As of today, I have not received these requests. I would appreciate these requests to be sent to my attention as soon as possible.

One other point to be noted is that at the time of purchasing the extended warranty we were not made aware of the fact that we had the option between two different plans. If we would have all the facts we would have spent the extra to purchase the **PREFERRED PLAN** since we already spending over \$60,000 when we purchased two vehicles. This was finally brought to our attention by one of your co-workers by the name of Jimmy.

Thank you.



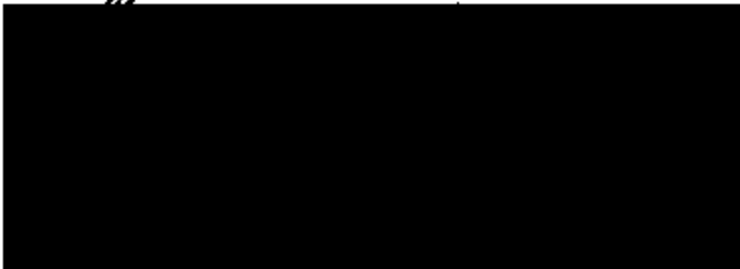
August 11, 2003

Western Diversified
Protective Services
P.O. BOX 770
Deerfield, Illinois 60015-0770
Attn: Claims-Mike-6869

Mike:

Per our phone conversation of July 18, 2003 I am requesting the written reports from the two inspections that were performed on my 1998 Dodge Ram Pick Truck, Vehicle identification number 3B7HF13Z5W6239341. The inspections were held at EDCA Auto Repair, Inc. 14700 S. Hamlin, Midlothian, IL. 60445. Also, I am requesting their written request and explanation of the breakdown, parts and labor per the contract number 3-21-301671-5. One other request, I need the request from your company asking for my cooperation in your investigation of the breakdown. According to the contract these last two items were not obtained to my knowledge and therefore your company is in breach of contract.

Thank you,



Asset Protection Division
Dealer Services Group
Post Office Box 770
Deerfield, IL 60015-0770
847-948-8968 / 800-323-5771

Protective 

October 21, 2003

Agreement no.: 

File # 

Dear 

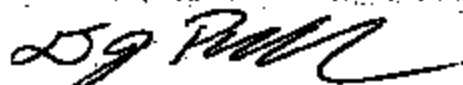
Your letter regarding the above referenced claim has been referred to me for review.

To evaluate the cause and extent of the failure, we contacted an independent inspection firm, Magoo's Automotive Consultants Inc. to inspect the covered vehicle. The inspection reports stated that there were no material failures demonstrated. The number one, two and five rod bearings were discolored dark due to heat. All the bearings were also scored with the number one, three and five bearings scored down to the copper. The physical evidence supports that the failure was due to lack of proper lubrication.

Under the terms of the vehicle service contract, Protective/Western Diversified Services, Inc., as the administrator, agrees to replace or repair a covered part when the covered part causes a mechanical breakdown. Unfortunately, in this situation damage due to use with insufficient oil is not a mechanical breakdown as defined by the service contract. Section A. BREAKDOWN: means any covered part(s) that fails to perform the function it was intended to perform due to a mechanical defect or fails to perform within manufacturer's specifications. This failure would also fall under, Section F. EVENTS WHICH ARE NOT COVERED entry 8. a BREAKDOWN caused by negligence, misuse, improper servicing, or failure by YOU to perform required services is not covered or a BREAKDOWN caused by the lack of proper and necessary amounts of coolants or lubricants is not covered. Therefore, since damage due to use with a lack of proper and necessary amounts of lubricants is not a mechanical breakdown or coverable failure as defined by the vehicle service contract the cost to repair the engine does not fall within the context of the contract.

Based upon these on-site inspections, we believe that this claim has been properly denied. If you have any questions or comments, please contact me. By pointing out the foregoing, Protective/Western Diversified Services does not waive, but specifically reserves, any and all rights and defenses it may have under the Service Contract and the applicable law.

Sincerely,



Dan Purcell
Supervisor - Claims Department

Magoo's

Inspection Report

Assignment Information

[REDACTED] Call Received 7/8/2003 4:45 PM
Date Inspected 7/8/2003

Client

Protective
Adjuster Oscar
Verbal Report Given To Magoo's
Date Of the verbal report 7/8/2003 10:26

Claim Information



Yr Model 98 Dodge Ram 1500
Mileage: 45263 VIN Last 6 239341

Inspection Location

Edna Auto
14700 Hamlin
Midlothian, IL
Tom (708) 597-0085

Verified Information

Complete VIN 3B7HF13Z5W6 239341
Mileage 45267 When Sold
License Tag [REDACTED] Mfg Date 03/98

Verified Torn Down With Labor Rate \$68.00
Time Date 7/9/2003 11:00

REQUEST

Take a photo of the current repair order and the technician's hard copy with notes, all failed parts, odometer before and after test drive, VIN modifications, impact, abuse or misuse and any signs of commercial use. The crank and rod bearings are scored. Inspect rod and main bearings. Note any signs of sludge, and lack of maintenance. Inspect for signs of lack of lubrication, overheating, discoloration, and inspect the oil pick up screen. Measure the heads with a straight edge; get a photo of the thermostat at boil with a witness present; report on the condition of the head gasket, the condition and color of the cylinders and pistons, the condition of the crankshaft, main and rod bearings (if accessible), the condition of the radiator and cooling system, the operation of the cooling fan(s), the existence of coolant leaks, any evidence of oil/coolant intermix, and any evidence of rust or corrosion. Note any signs of commercial use, mods, alterations, tool boxes, abuse, misuse etc.

REPAIR ORDER [REDACTED] DATED 7/1/2003 Name on RO [REDACTED] Driven/Towed Driven In
COMPLAINT
LOSS OF OIL PRESSURE AT IDLE WHEN WARM.

SERVICE HISTORY Service History Availability Can be faxed

Intake manifold gaskets replaced at this repair facility 07/29/02 MI-31937 Ro# 3265 - Intake manifold gaskets replaced again 04/21/03 mi 44005 Ro#3728

Door Sticker Info No door stickers were found

BODY Model Ram 1500 # Doors 2 Body Type Van Options A/C, P/S, P/B

ENGINE TYPE 5.9 Single Cam, Pushrod, 16 Valve, EFI, V8

TRANSMISSION TYPE 44RE Automatic, 4x4

CONDITION OF VEHICLE General Condition: Good

Signs of Abuse No signs of abuse

Signs of Collision No signs of collision

Modifications No visible modifications

Commercial Use No evidence of commercial use

Tow Package Class 3 Receiver type

Oversize Tires No oversize tires

ENGINE OIL Oil Level Drained Oil Condition Clean Evidence of Intermix None

Where No oil leaks were found

BELTS/HOSES Condition Good- Hose/Belt Comments None
RADIATOR Condition Good Rust No rust is visible Reservoir Clean
Where No radiator leaks were detected
COOLANT Level: Full Condition Clean

Overheat Notes no

TRANSMISSION FLUID Oil Level Full Oil Condition Clean
Trans Field Leaks None were found Metal in Trans None
Drive Axle Fluid Not available Freeze Plug Condition N/A

State Of Assembly

The engine is in the vehicle with the oil pan removed.

Extent of Damage

The technician removed the #2, #3, #5 connecting rod bearings and #2 and #3 main bearings for the inspector. The #2, #3, #5 connecting rod bearings are dark due to heat and heavily scored into the copper. The bearing backs are slightly darkened due to heat. The #2 and #3 main bearings are scored. The crankshaft connecting rod and main journals are scored but not discolored. The oil pump was disassembled and the pump gears are in good condition. The pressure relief valve is not sticking. The oil pickup screen is clean and clear. There is heavy metal in the bottom of the oil pan. There are no signs of current oil leaks, or intermix from the engine. There is no sludge, but there is some varnish evident. The repair facility did not have the cylinder heads off the engine to straight edge. No other damage is evident at time of inspection.

Was failure pre-existing see report
Evidence of Sludge None
Evidence of Heat Yes, there is evidence of heat.
Evidence of Discoloration Yes, there is evidence of discoloration.
Failure of seal or gasket No, the failure is not the result of a leaking seal/gasket.
Lack of fluid or yes, failure is the result of lack of proper lubrication
Did the operator protect No, the operator did not protect the vehicle after the loss occurred.

Cause of Failure

The failure of the engine bearing is consistent with a lack of proper lubrication as evidenced by the condition of the connecting rod and main bearings. The inspector suspects the engine was run low on oil at some time accelerating the bearing wear.

Recommended repair: replace engine.

This inspection and the opinions expressed are exactly that, opinions. Many parts perform perfectly up until the moment of failure. Failure may occur suddenly and without any prior warning. Due to the cursory nature of the inspection, the location, the constraints, and the lack of diagnostic tools, the inspector, and/or Magoo's Automotive Consultants Inc. cannot accept liability for failures which may occur after the inspection is completed.

Magoo's Inspection Report

Assignment Information

Call Received 7/14/2003 4:23 PM
Re-inspect Date Inspected 7/15/2003

Client

Protective
Adjuster x8948
Verbal Report Given To Magoo's
Date Of the verbal report 7/15/2003 10:22

Claim Information

[Redacted]

Yr/Model 98 Dodge Ram 1500
Mileage: 45263 VIN-Last 4 238341

Inspection Location

Edon Auto
14700 Hamlin
Moline, IL

Verified Information

Complete VIN 3B7HF1375WG 238341
Mileage 45263 When Sold
License Tag [Redacted] Mfg Date 07/98

Ton (708) 597-0065

Verified Tons Down With Labor Rate \$88.00
Ton Date 7/15/2003 10:00

REQUEST

"Reinspect" Take a photo of the current repair order and the technician's hand copy with notes, all failed parts, odometer before and after test drive, VIN, modifications, impact, abuse or misuse and any signs of commercial use. Verify cause and extent of failures. Scored crank and rod bearings. Inspect rod and main bearings. Note any signs of sludge lack of maintenance. Inspect for signs of lack of lubrication, overheating. Discoloration. Inspect oil pick up screen. Note any signs of commercial use, mods, alterations, tool boxes, abuse, misuse, etc. please verify that the oil pump is working and that there was a new intake gasket. (done 1,254 miles ago). Look for long term leaks. Please verify the car of failure and full extent of damage to all failed components. Call the repair facility prior to inspection to verify the vehicle is available and ready for inspection.

REPAIR ORDER [Redacted] DATED 7/1/2003 Name on RO [Redacted] Drives/Towed Driven In

COMPLAINT
loses oil pressure, cannot get oil cap off the valve cover.

SERVICE HISTORY Service History Availability Can be faxed

Service Records were made available at the time of the inspection

Door Sticker Info No door stickers were found

BODY Model Ram 1500 # Doors 2 Body Type pick up Options A/C, P/S, P/B

ENGINE TYPE 5.9 Single Cam, Pushrod, 16 Valve, EFI, V8

TRANSMISSION TYPE auto rear wheel drive

CONDITION OF VEHICLE General Condition Good

Signs of Abuse No signs of abuse

Signs of Collision No signs of collision

Modifications No visible modifications

Commercial Use No evidence of commercial use

Tow Package No towing equipment

Oversize Tires No oversize tires

ENGINE OIL Oil Level Drained

Oil Condition Dirty

Evidence of Internal Noise

Where No oil leaks were found

BELTS/HOSES Condition Old/Good

Hoses/Belt Comments None

RADIATOR Condition Good Rust No rust is visible Reservoir Clean
Where No radiator leaks were detected

COOLANT Level: Full Condition Clean
Overheat Notes None

TRANSMISSION FLUID Oil Level Full Oil Condition Clean
Trans Fluid Leaks None were found Metal in Trans None
Drive Axle Fluid Not available Freeze Plug Condition Good

State Of Assembly

The engine is in the vehicle with the oil pan, rod and main caps, the oil pump are removed.

Extent of Damage

The inspector had the technician remove the rear main cap, and the # 8 rod cap for inspection. All of the bearings are scored. The # 1 rod bearing is scored deeply into the copper and the # 3 is scored to the copper in a small area. The # 5 rod bearing has a little copper showing. The # 8 is scored but no copper showing. The # 1, 3 & 5 show heat discoloration. The # 8 does not show discoloration. The # 2 & # 3 main bearings are scored with light copper showing. The rear main is scored with no copper showing. There is metal debris in the pick up screen and the pump gears are normal for time and mileage, not failed. There is no sludge and very light varnish evident. The cylinder heads were not removed. The intake manifold appears to have been recently removed. No other damage is evident.

Was failure pre-existing see report
Evidence of Sludge None
Evidence of Heat Yes, there is evidence of heat.
Evidence of Discoloration Yes, there is evidence of discoloration.
Failure of seal or gasket No, the failure is not the result of a leaking seal/gasket.
Lack of fluid or Yes, failure is the result of lack of fluid/lubricant.
Did the operator protect No, the operator did not protect the vehicle after the loss occurred.

Cause of Failure

The condition of the rod and main bearings is consistent with a run low condition as evidenced by the progression of severity of the bearing failures from front to the rear. The source of the run low condition could not be determined, possibly the intake gasket.

Recommended repair: Replace the engine.

This inspection and the opinions expressed are exactly that, opinions. Many parts perform perfectly up until the moment of failure. Failure may occur suddenly and without any prior warning. Due to the temporary nature of the inspection, the location, the constraints, and the lack of diagnostic tools, the inspector, and/or Megco's Automotive Consultants Inc. cannot accept liability for failures which may occur after the inspection is completed.

**CHARTER ONE
BANK**

OFFICIAL CHECK

14265135

3358009 AUTO REPAIR, INC.

0914

AUG 11, 2003

PAY TO THE
ORDER OF

ONE THOUSAND NINE HUNDRED FORTY NINE DOLLARS AND 00/100

00001,949.00



CO - 119

Drawn: Charter One Bank

TWO SIGNATURES REQUIRED ON AMOUNTS OVER \$5,000.00

FDIC

ISSUED BY: TRAVELERS TRUST COMPANY
P.O. BOX 915, MINNEAPOLIS, MN
BRANCH: ST. PAUL, MN

NON-NEGOTIABLE

DODGE

CONTACT DODGE

Briefly describe:

Please describe in one sentence the reason for contacting us.
(Maximum of 255 characters)

False information

Vehicle Information:

Is this a question regarding your vehicle? ☒ Yes ☐ No
(If "Yes", please fill out the Vehicle Information section)

Please provide the last 8 characters of your VIN (Vehicle Information Number)

VIN:

238341

Example: 1B4GP15W-021191- Last 8 of VIN

Current Mileage:

45267

Serving Dealer/Factory:

Midlothian Dodge

Customer Information:

Title:

First Name:

Last Name:

Address 1:

Address 2:

City:

Aliso

State:

IL

Zip Code:

Telephone: ☐ Work ☒ Home

E-mail Address:

Example: johndoe@dca.com

Comments:

Please enter any additional information that may assist us in responding to your inquiry.

I was not made aware that when purchasing an extended warranty there were two options to choose from. Now that my engine has to be replaced and the repair was denied by Protective I am now aware of the

Required field

Subject: Re: DaimlerChrysler Customer Assistance (KMM456688Y22265LBC1M)
Date: 9/23/2003 8:13:32 AM Central Standard Time
From: customerassist@daimlerchrysler.com
To: [REDACTED]
Sent from the Internet (Details)

Dear [REDACTED]

Thank you for contacting DaimlerChrysler regarding warranty coverage on your vehicle.

If you are unhappy with the warranty coverage you purchased when you took delivery of your vehicle, then we would recommend you contact the dealership or business where you purchased said vehicle. Dealerships are independently owned and operated- as such, they are responsible for addressing concerns related to sales agreements between them and their retail customer.

We trust this referral action will best assist you. Thanks again for contacting us.

NOTE: Please do not use the 'Reply' function of your email system. If you have a need to respond to this message, please visit us at our reply form (link provided below). Our system is NOT able to accept any emails at this address.

For any future communications related to this email, please refer to the following information:

REFERENCE NUMBER: [REDACTED]

REPLY LINK: http://www.chrysler.com/wccsapp/wccs/brand_forms/us/reply.jsp?trk_ID=KMM456688C01GML

Sincerely,

Michael Fairo
 Senior Staff Representative
 DaimlerChrysler Customer Assistance Center

Original Message Follows:

Form Selected:

Category: US Customer Service
Brief Description:

False Information

Comments:

I was not made aware that when purchasing an extended warranty there were two options to choose from. Now that my engine has to be replaced and the repair was denied by Protective I am now aware of the facts. Your salesperson should have informed me of this information. Also, it seems very odd that both of Dodge vehicles purchased at the same time have both had the intake gaskets replaced. At this stage I would not purchase other

Tuesday, September 23, 2003 America Online: Mommy4203

September 22, 2003

Dodge Customer Assistance Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

To Whom It May Concern:

I am writing to inform you that when I purchased two vehicles at your Midlothian Dodge dealership your salesperson Marion Jones did not inform me that there were two different extended warranties to choose from. This was not brought to my attention until I had taken my Dodge pickup in for repair that was rejected by the insurance company. Upon a phone call to the insurance I was informed that there is a plus (which I purchased) and a preferred plan. If I had known that I had a choice of course I would have spent the extra money since I was already spending over \$60,000.00 on two vehicles. I am sure that I am not the only customer that was misled. I have had nothing but problems with both my vehicles and have come to the conclusion that I will never purchase or recommend another Dodge or Chrysler product. It is a shame that a consumer has to put up with having intake gaskets on vehicles replaced, entire engine replaced, airbags replaced, purge valves (3 times) and fuel pump replaced just to name a few. I would hope that American made products would be the best products available but apparently I was wrong.

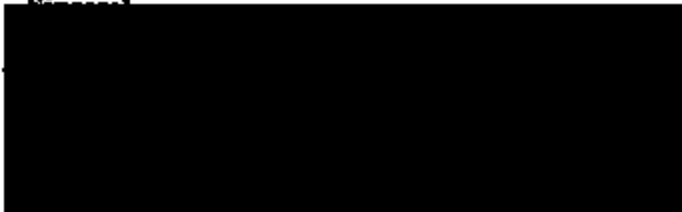
Sincerely,



September 22, 2003


To Whom It May Concern:

I am writing to inform you that when I purchased two vehicles at your Midlothian Dodge dealership your salesperson Marion Jones did not inform me that there were two different extended warranties to choose from. This was not brought to my attention until I had taken my Dodge pickup in for repair that was rejected by the insurance company. Upon a phone call to the insurance I was informed that there is a plus (which I purchased) and a preferred plan. If I had known that I had a choice of course I would have spent the extra money since I was already spending over \$60,000.00 on two vehicles. I am sure that I am not the only customer that was misled. I have had nothing but problems with both my vehicles and have come to the conclusion that I will never purchase or recommend another Dodge or Chrysler product. It is a shame that a consumer has to put up with having intake gaskets on vehicles replaced, entire engine replaced, airbags replaced, purge valves (3 times) and fuel pump replaced just to name a few. I would hope that American made products would be the best products available but apparently I was wrong.

Sincerely,


NEW VEHICLE SERVICE CONTRACT

DECLARATION

CONTRACT NO.

3-21 - 301671 .5

ISSUING DEALER MIDLOTHIAN DODGE INC		DEALER ADDRESS 14500 S CICERO AVE MIDLOTHIAN IL 60445		CITY, STATE IL	ZIP 60445
DEALER NO. 21484	CONTRACT EFFECTIVE DATE (MM/DD/YY) 07 31 98	MFR. IN-SERVICE DATE (NEW) 07/31/98	CONTRACT HOLDERS PHONE NUMBER (708) 385-0937		
LAST NAME [REDACTED]		FIRST NAME [REDACTED]		MIDDLE INITIAL [REDACTED]	
STREET ADDRESS [REDACTED]		CITY ALSIP		STATE IL	ZIP [REDACTED]
VEHICLE IDENTIFICATION NUMBER (17 CHARACTERS) 3B7NF1325W6239341		YEAR 1998	MAKE DODGE TRUCK	MODEL RAM P/U	VEHICLE CODE (6 CHARACTERS) 976155
VEHICLE ☒ FIRST OWNED ☐ PRE-OWNED	MFG. WARRANTY IN FORCE ☒ YES ☐ NO		DEDUCTIBLE ☐ \$100 ☒ \$350 ☐ Disappearing		CONTRACT PRICE
LIENHOLDER		STREET ADDRESS		ODOMETER MILEAGE 5	
CITY		STATE		ON CONTRACT EFFECTIVE DATE	
				ZIP	

Our performance under this vehicle service contract is insured separately by an insurance policy issued to us by Western Diversified Casualty Insurance Company.

YOUR MAINTENANCE RESPONSIBILITIES
(See Section I)

I have named the lienholder named herein as an additional loss payee.

Purchase of this contract is not required in order to lease, purchase or obtain financing for a motor vehicle.

I understand that if this service contract is cancelled, the administrator will be paid a \$35 fee which will be subtracted from any refund for which I qualify.

XX

NEW VEHICLE

XX

TERM (NUMBER OF MONTHS/MILEAGE WHEN CONTRACT EXPIRES)									NEW VEHICLE PLAN	
36/45	48/75	48/90	60/60	60/75	60/100	72/72	72/100	84/75	B-Plus	A-Preferred
☐	☐	☐	☐	☐	☐	☐	☐	☒	☒	☐

PLEASE READ THIS VEHICLE SERVICE CONTRACT CAREFULLY. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US AND TAKES PRECEDENCE OVER ANY ORAL OR OTHER WRITTEN STATEMENTS MADE TO YOU WITH RESPECT TO THE AMOUNT OF COVERAGE TO WHICH YOU ARE ENTITLED. IF THE VEHICLE TO BE COVERED IS NOT ELIGIBLE FOR THE PLAN OR TERM CHOSEN, THIS CONTRACT IS VOID.

- A. DEFINITIONS
- B. DOLLAR LIMITS OF LIABILITY
- C. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES
- D. OUR RESPONSIBILITIES
- E. LIST OF COVERED PARTS

TABLE OF CONTENTS

- F. EVENTS WHICH ARE NOT COVERED
- G. SUBSTITUTE TRANSPORTATION
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Administered by:



WESTERN DIVERSIFIED SERVICES, INC.
1-800-826-6840

WDS-VSC-N201 (Rev. 7/87)

CUSTOMER COPY

A. DEFINITIONS

ADMINISTRATOR: Western Diversified Services, Inc. is the ADMINISTRATOR.

BREAKDOWN: means any covered part(s) that fails to perform the function it was intended to perform due to a mechanical defect or fails to perform within manufacturer's specifications.

CONTRACT: means this Vehicle Service Contract.

COVERED PART(S): means individual items specifically listed under Section E for the plan of coverage selected on the Declaration page.

DEDUCTIBLE: means the amount indicated on the Declaration Page that YOU must pay per visit for covered repairs. The Disappearing Deductible option allows the selling dealer to waive the DEDUCTIBLE for all covered repairs performed in their own service department. Repairs performed any place else are subject to a \$50 deductible per repair visit. The DEDUCTIBLE does not apply to towing, rental and manufacturer's deductible coverage (Section C).

NEW VEHICLE TERMS: means the months/mileage this CONTRACT is in-force, whichever comes first and includes the time period and mileage of the manufacturer's warranty. The time period begins on the CONTRACT's effective date. The mileage indicates the total odometer mileage in thousands at which this CONTRACT expires.

VEHICLE: means the VEHICLE covered by this CONTRACT. A VEHICLE is eligible for NEW VEHICLE TERMS provided it is four model years old or less and no more than 50,000 odometer miles.

WE, US, or OUR: means Western Diversified Services, Inc. except in the states of Alaska, California, Connecticut, Hawaii, Illinois, Kansas, Louisiana, Maine, Mississippi, Missouri, Nevada, New York, North Dakota, South Dakota, Texas, Vermont, and Virginia where WE, US, or OUR means the dealer who sells the VEHICLE to you and issues this CONTRACT. Except as stated in Section L, WE are the only entity who has liability to YOU under this CONTRACT.

YOU, YOUR: means the purchaser of this CONTRACT or properly designated transferee.

B. LIMITS OF LIABILITY

THE DOLLAR TOTAL OF ALL BENEFITS PAID OR PAYABLE UNDER THIS CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF THE VEHICLE PAID BY THE ORIGINAL PURCHASER OF THIS CONTRACT. THE TOTAL DOLLAR BENEFITS PAYABLE FOR ANY SINGLE REPAIR OR REPLACEMENT SHALL NOT EXCEED THE CASH VALUE OF THE VEHICLE IMMEDIATELY PRIOR TO BREAKDOWN AS DETERMINED BY THE MOST RECENT NATIONAL RESEARCH BLACK BOOK FOR AN AVERAGE VEHICLE.

THE LIABILITY OF ANYONE PERFORMING UNDER THIS CONTRACT FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS CONTRACT OR BREACH OF ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARISING BY OPERATION OF LAW BY VIRTUE OF PERFORMANCE UNDER THIS CONTRACT, IS EXPRESSLY EXCLUDED. SUCH INCIDENTAL AND CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE AND COMMERCIAL LOSS.

THESE LIMITATIONS AND EXCLUSIONS OF LIABILITY APPLY ONLY TO THE EXTENT ALLOWED BY LAW.

C. OTHER SERVICE CONTRACTS, WARRANTIES OR INSURANCE POLICIES

If more than one service CONTRACT, warranty or insurance policy can be applied to a BREAKDOWN, coverage under this CONTRACT shall be excess over all other coverage, whether valid or collectible, except for benefits which may be applicable under Section G of this CONTRACT. However, when YOU are required to pay a deductible for a breakdown covered under another service CONTRACT, warranty or insurance policy, this CONTRACT will cover such deductible if the BREAKDOWN would have been covered by the CONTRACT up to a maximum benefit per each covered BREAKDOWN of one hundred dollars (\$100.00).

D. OUR RESPONSIBILITIES

WE will have repaired or replaced any COVERED PART which breaks down (subject to the DEDUCTIBLE). If YOU are unable to return YOUR VEHICLE to the DEALER where YOU bought the VEHICLE for repair or replacement, follow the procedure described in Section J. WE will reimburse YOU for pre-authorized expenses incurred for the repair or replacement of the COVERED PART(S). Reasonable expenses are not to exceed the manufacturer's suggested retail price for parts, and the repair facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor time guide. (See Section E, for a list of covered parts.) Replacement may be made with a part which is of a kind and quality compatible with the original design specifications and wear tolerances of YOUR VEHICLE.

E. LIST OF COVERED PARTS

COVERAGE IS LIMITED TO THE PARTS DESCRIBED BELOW FOR THE PLAN YOU CHOOSE.

1. Advantage Plus Coverage:

- a. **Engine:** All internal lubricated parts: engine block; cylinder head(s); exhaust manifold; expansion plugs; flywheel; fuel pump harmonic balancer; intake manifold; mounts; oil pan; supercharger/turbo-charger (factory installed); timing belt/chain and tensioner; timing chain cover; valve cover(s); water pump; seals and gaskets within component group; and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- b. **Transmission (Including Transfer Case if Four Wheel Drive):** All internal lubricated parts within the transmission; cooler lines (metal); mounts; throttle valve cable; torque converter; transmission and transfer case housing; vacuum modulator; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- c. **Front/Rear Wheel Drive:** All internal lubricated parts within the drive/trans-axle assembly including: axles; constant velocity joints, constant velocity boots; drive axle housing; drive shaft support; hub bearings; front hub locking assemblies; propeller shafts; universal joints; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- d. **Electrical:** Alternator; alternator voltage regulator; distributor; bushings, gear, housing and shaft (excludes cap, rotor and wires); horns; ignition coil; oil pressure sending unit; sensors (engine management); main wiring harness; ignition module and main electronic control unit; starter assembly; switches (the following electrical switches when manually or mechanically operated): brake light switch, defogger switch (excludes relay), headlight dimmer switch, headlight switch, ignition switch (excludes lock cylinder and coded keys), mirror switch (power), turn signal switch, washer pump switch, window switches and wiper switch; washer pump motor; and wiper motor.
- e. **Fuel:** fuel pump; fuel distributor; injectors; lines (metal); pressure regulator; rail, tank, throttle body; idle speed or automatic idle speed assemblies; warm up regulator; diesel; accessory vacuum pump and injector pump; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- f. **Cooling System:** Cooling fan; blade assembly, clutch and motor; radiator; water pump; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- g. **Air Conditioning:** Accumulator; blower motor; compressor; clutch, internal parts and pulley assembly; condenser; evaporator; orifice tube; suction control devices; thermostatic expansion valve; seals and gaskets compressor housing and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part; and refrigerant ONLY if needed in conjunction with the repair of an above listed part.
- h. **Brakes:** Booster; calipers; combination valve; lines and fittings (metal only); master cylinder; wheel cylinders; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- i. **Front Suspension:** Ball joints; control arm; bearings, bushings and shafts; control arms; king pins and king pin bushings, spindles, front struts (front only and excludes springs) and upper pivot bearing mounting assembly; wheel bearings; wheel seals; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of above listed part.
- j. **Steering:** All internal lubricated parts within the steering gear and power steering pump; couplings, intermediate shaft and main shaft; steering gear and pump housing; seals and gaskets and fasteners for above listed parts ONLY if needed as a result of a mechanical failure of an above listed part.
- k. **High-Tech Package:** Air conditioning; power module, controller and relay; antenna motor and mast (power factory installed only); anti-lock brake system: electronic control unit and module, hydraulic pump, relays and sensors (excludes sensor rings); burglar alarm (factory installed); relays, sensors and siren; convertible top motor; cruise control; module and electronic servo or transducer; door lock actuators/solenoids (power only); head lamp door motors (only); air conditioning and heating dash control unit/temperature control programmer (excludes cathode-ray tube [CRT] display); ignition spark control pick-up sensor; instrument cluster: electronic driver information display module/power supply, gauges and speedometer head (excludes bulb and CRT display repairs); keyless entry system; level control (electronic only); sensors, limiter valves and compressor; seat (power); motor and

transmission; sunroof motor; switches (electric): blower motor (heater-A/C) switch, burglar alarm switches (factory installed), convertible top switch, cruise control engagement switch, door lock switches, seat switches, sunroof switch, trunk lid release switch and window switches; trunk lid release activator and motor; and window (power): gear, motor, regulator and lift tape.

2. Advantage Preferred Coverage:

Any BREAKDOWN of YOUR VEHICLE less the DEDUCTIBLE, except for items listed under the section titled "EVENTS WHICH ARE NOT COVERED" in "Section F".

F. EVENTS WHICH ARE NOT COVERED

This CONTRACT does not cover the following:

1. Repairs and/or replacement not authorized by the ADMINISTRATOR is not covered.
2. Any loss or expense for adjustments, alignments, maintenance items, or replacement of any parts not specified under the coverage provided is not covered.
3. Any equipment not installed by the manufacturer is not covered.
4. A BREAKDOWN that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged, or that the manufacturer will repair at its expense, is not covered.
5. Any replacement part supplied by anyone but the manufacturer of YOUR VEHICLE is not covered, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the VEHICLE'S manufacturer.
6. Trucks or vans in excess of 3/4 ton or with dual rear wheels, a fifth wheel, or which are equipped for plowing or towing.
7. Vehicles not certified for sale in the United States at the time of manufacture are not covered.
8. A BREAKDOWN caused by negligence, misuse, improper servicing, or failure by YOU to perform required services is not covered or a BREAKDOWN caused by the lack of proper and necessary amounts of coolants or lubricants is not covered.
9. A BREAKDOWN caused by sludging of oil is not covered.
10. A BREAKDOWN caused by accident, civil commotion or riot, collision or upset, earthquake, explosion, falling objects, fire, flood, fluid contamination, freezing, fuel contamination, hail, lightning, malicious mischief, oil contamination, rust, theft or larceny, vandalism, water, water contamination, windstorm, and other external forces or events is not covered.
11. Any VEHICLE used commercially, for delivery purposes, rental, livery, taxi, or any other type of emergency vehicle or used for competitive or off road racing is not covered.
12. Any VEHICLE used for towing in excess of what is recommended by the manufacturer.
13. A BREAKDOWN of any part is not covered if, while owned by YOU, the odometer has been tampered with or has been disconnected. If YOU have not promptly repaired a defective odometer, this limitation applies and this CONTRACT is void.
14. Repair or replacement of components needed to improve operating performance due to normal wear and tear are not covered. This includes, but is not limited to, valve and ring repairs designed to improve engine compression or reduce oil consumption. However, components not operating within the manufacturer's specifications will be considered a failure.
15. A BREAKDOWN which existed prior to, or was caused by a condition known to YOU, prior to the CONTRACT effective date is not covered.
16. A BREAKDOWN caused by alterations to the VEHICLE that affect the operation of a COVERED PART is not covered. This includes, but is not limited to, exhaust headers, oversized tires, suspension lift kits and turbo-chargers.
17. A BREAKDOWN or repair occurring outside of the United States, its territories, possessions, or Canada is not covered.
18. A BREAKDOWN caused by the failure of a non-covered part is not covered.
19. Components or parts which have not failed or resulted in a BREAKDOWN, but which due to recommendation of the manufacturer or the repair facility, require repair or replacement are not covered.
20. Damage caused by failure to take reasonable precautions to prevent further damage when an apparent problem exists is not covered.

G. SUBSTITUTE TRANSPORTATION COVERAGE

IF YOUR VEHICLE requires repair due to a BREAKDOWN of a part covered by YOUR CONTRACT, even when that part is covered by a factory warranty, and YOUR VEHICLE is required to be in a repair facility overnight, WE will reimburse YOU for actual substitute transportation expenses. This benefit will be made at a rate up to thirty dollars (\$30.00) per day for each day YOUR VEHICLE is undergoing covered repairs for a maximum of five (5) days. If you have selected the Advantage Preferred, payment for this benefit will be made at a rate up to thirty dollars (\$30.00) per day for each day YOUR VEHICLE is undergoing covered repairs for a maximum of seven (7) days. A valid licensed rental agency's or dealer's receipt is required for reimbursement.

H. TOWING COVERAGE

IF YOUR VEHICLE requires towing due to a BREAKDOWN of a part covered by this CONTRACT, WE will reimburse YOU

H. TOWING COVERAGE

If YOUR VEHICLE requires towing due to a BREAKDOWN of a part covered by this CONTRACT, WE will reimburse YOU up to fifty dollars (\$50.00) for each covered BREAKDOWN. Valid licensed towing agency's, auto dealer's or repair facility's receipts are required for reimbursement.

I. YOUR RESPONSIBILITIES

In order for YOU to maintain the benefits of the coverage as indicated on the Declaration Page, YOU must follow the procedures listed below. If YOU fail to follow the listed procedures and YOUR failure causes a BREAKDOWN, YOU will be denied coverage.

1. YOU must reasonably protect YOUR VEHICLE from further damage. Failure to do so will cause any additional loss to become YOUR responsibility.
2. YOU must have YOUR VEHICLE maintained as recommended by the manufacturer and keep all fluids at proper levels between service intervals.
3. Obtain a claim approval reference number from the ADMINISTRATOR prior to repairing, replacing or cleaning any parts. Failure to do so may result in a reduction or denial of coverage.
4. YOU must save all sales receipts, invoices or work orders showing the date, mileage, a description of YOUR VEHICLE, and the services performed, including parts and fluids used to complete these services. Failure to provide proof of required servicing may result in a reduction or denial of coverage.
5. YOU must cooperate in our investigation of the breakdown. YOU must allow US to examine YOUR VEHICLE if WE ask to do so. Failure to do so prior to repairing, replacing or cleaning any parts may result in a reduction or denial of coverage.
6. On request, YOU must provide documentation to prove ownership when necessary.

J. HOW TO SUBMIT A CLAIM

1. Return the VEHICLE to the dealer where YOU bought the VEHICLE.
2. If it is not possible or practicable to return the VEHICLE to the dealer where YOU bought the VEHICLE, YOU or the repair facility must call the ADMINISTRATOR at the toll-free number listed under Section L for approval prior to repairing or cleaning any parts. An estimate of parts and labor costs is required to obtain approval. No claim payments will be made if the ADMINISTRATOR has not issued a claim approval reference number prior to repairing or cleaning any parts.
3. YOU must show US or the repair facility all sales receipts, invoices, or work orders showing that the VEHICLE has been properly serviced or maintained.
4. Pay the applicable DEDUCTIBLE. Within thirty (30) days of the repair, YOU or the repair facility must furnish the ADMINISTRATOR with copies of the repair orders and other requested receipts or documents. YOU or the repair facility must submit an explanation of the BREAKDOWN and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation. All receipts must be in YOUR name and must show the date(s), VEHICLE description, mileage (if applicable) and YOUR CONTRACT number.
5. Claims submitted without a claim approval reference number assigned prior to the repair may result in the reduction or denial of coverage.

K. CONTRACT CANCELLATION PROVISION

1. Contact US in writing, within sixty (60) days after the requested cancellation date, and enclose this CONTRACT.
2. Include, with YOUR refund request, proof that there is no lien or outstanding credit obligation against this CONTRACT. If such proof is not provided, or if there is a lien or outstanding credit obligation against this CONTRACT, the lienholder or creditor will be named with YOU as a joint payee of the refund.
3. If this CONTRACT is canceled because the VEHICLE is repossessed, the lienholder or creditor will be the sole payee of the refund.
4. If this CONTRACT is canceled because of a total loss of the VEHICLE, the lienholder or creditor will be the sole payee of the refund, unless YOU provide US with proof that there is no lien or outstanding credit obligation against this CONTRACT.

WE may cancel this CONTRACT within the first sixty (60) days, or at anytime if:

1. YOUR odometer is disconnected or altered.
2. YOUR VEHICLE is used in a manner not covered by this CONTRACT.
3. YOU do not pay the CONTRACT price.

The amount of any refund for which YOU may qualify, and that WE may pay YOU, will be determined by the ADMINISTRATOR. The amount of any refund will be the lesser amount yielded by the following two computation methods. The first method is the prorata method based upon the number of months of the TERM expired at the time of cancellation. The second method is the prorata method based upon the number of miles of the TERM expired at the time of cancellation.

For any refund calculated using these methods, the ADMINISTRATOR will be paid a thirty-five dollar (\$35.00) fee which will be subtracted from any refund for which YOU qualify. YOU will receive a full refund (less a service charge of \$35.00) if YOU cancel the CONTRACT within sixty (60) days of the effective date of this CONTRACT and have not incurred a claim.

L. WHO TO CONTACT

IN CASE OF BREAKDOWN CALL: WESTERN DIVERSIFIED SERVICES, INC. For claims (800) 222-2721, for cancellations or transfers phone customer service (800) 525-5840.

OUR performance for covered repairs under this CONTRACT is insured separately by an insurance policy issued by Western Diversified Casualty Insurance Company. If satisfaction is not received from Western Diversified Services, Inc. within sixty (60) days, YOU should call Western Diversified Casualty Insurance Company at (800) 323-5771 or write Western Diversified Casualty Insurance Company, P.O. Box 770, Deerfield, Illinois 60015-0770.

M. TRANSFER OF CONTRACT

This CONTRACT applies to YOU and the VEHICLE described in this CONTRACT. Only YOU can transfer this CONTRACT. This CONTRACT cannot be transferred to or from an automobile dealer. WE will accept transfer of this CONTRACT only:

1. If YOU request a transfer form from the ADMINISTRATOR within fifteen (15) days of change of ownership of the described VEHICLE.
2. If YOU pay off YOUR lease before the end of the lease term. (Applies to leased vehicles only.)
3. If within thirty (30) days of change of ownership YOU provide the ADMINISTRATOR with the following:
 - a. YOUR sales receipts, invoices or work orders showing date, mileage, and the service performed, evidencing the fact that all the maintenance requirements have been met. (See Section I "YOUR RESPONSIBILITIES" for maintenance requirements.
 - b. A licensed dealer certification of YOUR VEHICLE's odometer reading.
 - c. A photocopy of the documents YOU sent to the manufacturer showing that YOU transferred YOUR factory warranty, if applicable.
 - d. A transfer fee of thirty-five dollars (\$35.00) made payable to Western Diversified Services, Inc. Send a check or money order only.
 - e. A completed transfer form with the two required signatures.
4. If the transferee does not receive a confirmation of transfer within forty-five (45) days after change of ownership, the transferee should notify the ADMINISTRATOR.

N. GENERAL PROVISIONS

1. YOUR HELP AND COOPERATION

If WE ask, YOU agree to help US enforce YOUR rights against any manufacturer or repair facility who may be responsible to YOU for the cost of repairs covered by this CONTRACT.

2. SUBROGATION

If WE pay for coverage under this CONTRACT, WE may require YOU to assign US YOUR rights of recovery against others. WE will not pay for a BREAKDOWN if YOU impair these rights to recovery. YOUR rights to recover from others may not be waived.

3. ARBITRATION

In the event of a disagreement between YOU and US concerning coverage under this CONTRACT, either of us may make a written demand for arbitration. This must be done within sixty (60) days after the day YOU filed YOUR claim. Each of us will select an appraiser. The two appraisers will select an umpire. Each of us will pay the expenses of the appraiser we select. The expense of the umpire will be shared equally. Unless both of us agree otherwise, arbitration will take place in the county or state in which YOU live. Local rules apply. A majority decision will be binding.

O. STATE AMENDMENT

This CONTRACT is amended to comply with the following requirements:

Arkansas and Nebraska: Section N Subdivision 3 is amended to state that arbitration is voluntary and non-binding.

Georgia: Section K is amended to delete the \$35 service charge

Iowa: In the event you have any questions regarding YOUR CONTRACT, YOU may contact the Iowa Insurance Commissioner at the following: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319



CTS NO.

REGIONAL NO.

CATEG. CODE:

Revised: January 2003

LISA MADIGAN
ILLINOIS ATTORNEY GENERAL
CONSUMER COMPLAINT FORM

1. Please be sure to complain to the company or individual before filing.
2. Please type or print clearly in dark ink.
3. Incomplete or unclear forms will be returned to you.
4. Make sure you enclose copies of important papers concerning your transaction.

CONSUMER:	
Your Name [REDACTED]	Senior Citizen? ☐ Yes ☒ No
City/Town Alsip	State IL

COMPLAINT:	
Name of Seller or Provider of Services Western Diversified Protective	Name of Other Seller or Provider of Services
Street Address P.O. Box 770	Street Address
City/Town Deerfield	City/Town
State IL	Zip 60015
Telephone 847-948-8988	State Zip Telephone
Date of Transaction 8-11-03	Cost of Product 1,949.00
How Paid check	
Did you sign a contract? ☒ Yes ☐ No Where? Midlothian Dodge Date	
Was product or service advertised? ☐ Yes ☒ No Where Date	
Type of Complaint - e.g. car, mail order, etc. (Use reverse to provide details): CAR TRUCK	
Have you complained to the company or the individual? ☒ Yes ☐ No How? ☒ By Mail ☒ By Telephone ☐ In Person Date 7-03 to 10-03	
Person Contacted Mike, Dan Purcell, Jimmy	Job Title Claims Adjuster & Supervisor
Nature of Response WOULD NOT COVER CRANKSHAFT FAILURE	Date of Response 10/21/03
Has matter been submitted to another agency or attorney? ☒ Yes ☐ No If yes, give name and address: NATIONAL HIGHWAY TRAFFIC ADMINISTRATION 1-888-DASH-2-DO	
Is court action pending?	

FILL OUT IF COMPLAINT IS ABOUT A MOTOR VEHICLE OR APPLIANCE:

Make DODGE	Model RAM Pickup	Year 98	VIN or Serial Number 3B7HF13Z5W6239341
Purchased ☐ New ☐ Used	Sold ☐ With Warranty ☐ As Is	Warranty Expiration Date 07/31/05	Purchase Date 07/31/98
		Mileage 45,000	

MISCELLANEOUS:

Briefly describe your complaint:

The insurance company (Western Diversified) covered the first repair that was the intake manifold gasket. They would not cover the second repair of the crankshaft and bearings. They said it was due to low oil in the oil pan. When the first problem happened it sucked the oil out of the pan. 1858 miles later I had the bearings go bad. This is not even an

What form of relief are you seeking? (e.g. exchange, repair, money back, etc.)

oil change I would like to be reimbursed for the cost of the repair and to have the crankshaft and bearings covered on the warranty once again.

Thank you.

Who referred you to this office?

READ THE FOLLOWING BEFORE SIGNING BELOW:

PLEASE ATTACH TO THIS FORM PHOTOCOPIES of any papers involved (contracts, warranties, bills received, cancelled checks - front and back, correspondence, etc.). DO NOT SEND ORIGINALS.

In order to resolve your complaint we may send a copy of this form to the person or firm you are complaining about.

In filing this complaint, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or person the complaint is directed against. The above complaint is true and accurate to the best of my knowledge.

Signature:

Gregory W. Sosnowski

Date:

11/11/03

HAVE YOU ENCLOSED COPIES OF IMPORTANT PAPERS?

RETURN TO: Lisa Madigan, Attorney General
Consumer Protection Division
100 West Randolph Street
Chicago, Illinois 60601
(312) 814-3000

THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).