

INFORMATION REDACTED PURSUANT TO THE FREEDOM  
OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

**From:** [REDACTED]  
**To:** [EVOO \(NHTSA\)](#); [REDACTED]  
**Cc:** [NHTSA ODI CRD](#); [REDACTED]  
**Subject:** ODI-11492019  
**Date:** Wednesday, January 4, 2023 2:03:15 PM  
**Attachments:** [REDACTED]

**CAUTION:** This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

The consumer filed a complaint online.

Thank you,

[REDACTED]  
ASRC Federal Holding Company  
[REDACTED]  
7000 Muirkirk Meadows Drive, Beltsville, MD 20705  
[asrcfederal.com](http://asrcfederal.com) | Purpose Driven. Enduring Commitment.

---

**From:** [REDACTED]  
**Sent:** Wednesday, January 4, 2023 9:09 AM  
**To:** [REDACTED]  
**Subject:** FW: Kia Customer Care Case [REDACTED]

GM:  
  
Please reach out and take a complaint when you get a chance.

Thank you  
  
[REDACTED]

Project Manager  
ASRC Federal Holding Company

7000 Muirkirk Meadows Drive, Beltsville, MD 20705  
[asrcfederal.com](http://asrcfederal.com) | Purpose Driven. Enduring Commitment.

---

**From:** [REDACTED] >  
**Sent:** Wednesday, January 4, 2023 9:02 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** FW: Kia Customer Care [REDACTED]

[External Email]

[MARKETING]

Good morning, please have a tech contact the consumer below, so they can establish a NHTSA number.

---

**From:** [REDACTED]  
**Sent:** Tuesday, January 3, 2023 6:48 PM  
**To:** [Service@americanbar.org](mailto:Service@americanbar.org); [programdevelopment@calbar.ca.gov](mailto:programdevelopment@calbar.ca.gov); [lawcorp@calbar.ca.gov](mailto:lawcorp@calbar.ca.gov); [LRS@calbar.ca.gov](mailto:LRS@calbar.ca.gov); NHTSA media <[NHTSAmedia@dot.gov](mailto:NHTSAmedia@dot.gov)>; [customerservice@nada.org](mailto:customerservice@nada.org); Kia Downtown Los Angeles <[kiaofdowntownlosangeles@reachvin.com](mailto:kiaofdowntownlosangeles@reachvin.com)>; Kia Corporate [REDACTED] Case # <[kia-customer-care@kiausa.com](mailto:kia-customer-care@kiausa.com)>; [BARInfo@dca.ca.gov](mailto:BARInfo@dca.ca.gov); [contactdr@bbbnp.org](mailto:contactdr@bbbnp.org); [autorep@ally.com](mailto:autorep@ally.com); [PTLS@calbar.ca.gov](mailto:PTLS@calbar.ca.gov); [mayor.helpdesk@lacity.org](mailto:mayor.helpdesk@lacity.org); [Holly.Victor@NMVB.CA.GOV](mailto:Holly.Victor@NMVB.CA.GOV); [Public.Affairs@oig.dot.gov](mailto:Public.Affairs@oig.dot.gov); [Timothy.Corcoran@nmvb.ca.gov](mailto:Timothy.Corcoran@nmvb.ca.gov); [intake@bettzedek.org](mailto:intake@bettzedek.org)  
**Subject:** Fw: Kia Customer Care Case# [REDACTED]

**CAUTION:** This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I have been as somebody old school would call it, "Passing the buck" I have been told to contact the next person and then the next. Nobody seems to want to correct the problem. My 2016 Kia Soul had the same thing go wrong with it that is being recalled on the 2016 Kia Souls. Catalytic converter, burning oil, knocking, fried piston #2, motor fried, but Kia doesn't want to fix it because the VIN isn't on the recall list, well I want to know why not, since it did the same exact thing as the recall. I haven't had a car since October 23, 2022 and lost my job because of it. I still owe \$11k for the car and have reached out to Ally Financial and they are investigating. I do not have \$9k

to fix the engine, plus was told by several mechanics there are none out there, they are hard to find and they are in demand and there weren't enough made.

I have reached out to the Los Angeles Bar Association and was told to reach out the State Bar Association, was told to reach out to the Bureau of Automotive Repair and they told me about the Goodwill program and the dealerships are given so much money to help people like me, but then they'll help a select few and pocket the rest. I've reached out to the BBB, I've pretty much reached out to everybody I was told to reach. I'm partially homeless, no longer have a car and losing all my things in storage and trying to find a job to keep paying on a car that doesn't even work.

Do I have to file in Small Claims court or is Kia Corporation going to help me? I'm sure you all with money work with each other and have a solution, because this has gone on for too long. I'd like to apply for some jobs on the westside, but it takes a car to get over there or it will take 3 to 4 buses. I was in the process of building my credit, not destroying it.

Does anybody have an answer? And just think this car would never had been my choice to buy, it was originally bought for an ex in my name so now I have to deal with it.

Is there any customer service left in this world?

Regards,

[REDACTED]

----- Forwarded Message -----

**From:** [REDACTED]

**To:** [Kia-Customer-Care@Kiausa.com](mailto:Kia-Customer-Care@Kiausa.com) <[kia-customer-care@kiausa.com](mailto:kia-customer-care@kiausa.com)>

**Cc:** [contactdr@bbbnp.org](mailto:contactdr@bbbnp.org) <[contactdr@bbbnp.org](mailto:contactdr@bbbnp.org)>; [Holly.Victor@NMVB.CA.GOV](mailto:Holly.Victor@NMVB.CA.GOV) <[holly.victor@nmvb.ca.gov](mailto:holly.victor@nmvb.ca.gov)>; [kiaofdowntownlosangeles@reachvin.com](mailto:kiaofdowntownlosangeles@reachvin.com) <[kiaofdowntownlosangeles@reachvin.com](mailto:kiaofdowntownlosangeles@reachvin.com)>; [BARInfo@dca.ca.gov](mailto:BARInfo@dca.ca.gov) <[barinfo@dca.ca.gov](mailto:barinfo@dca.ca.gov)>; [media@dca.ca.gov](mailto:media@dca.ca.gov) <[media@dca.ca.gov](mailto:media@dca.ca.gov)>; [tmatusalem-contracted@kiausa.com](mailto:tmatusalem-contracted@kiausa.com) <[tmatusalem-contracted@kiausa.com](mailto:tmatusalem-contracted@kiausa.com)>; [jbell@kiausa.com](mailto:jbell@kiausa.com) <[jbell@kiausa.com](mailto:jbell@kiausa.com)>; [Public.Affairs@oig.dot.gov](mailto:Public.Affairs@oig.dot.gov) <[public.affairs@oig.dot.gov](mailto:public.affairs@oig.dot.gov)>; [mcameron@kiausa.com](mailto:mcameron@kiausa.com) <[mcameron@kiausa.com](mailto:mcameron@kiausa.com)>; [questions@topclassactions.com](mailto:questions@topclassactions.com) <[questions@topclassactions.com](mailto:questions@topclassactions.com)>; [rparker@nmvb.ca.gov](mailto:rparker@nmvb.ca.gov) <[rparker@nmvb.ca.gov](mailto:rparker@nmvb.ca.gov)>; [Timothy.Corcoran@nmvb.ca.gov](mailto:Timothy.Corcoran@nmvb.ca.gov) <[timothy.corcoran@nmvb.ca.gov](mailto:timothy.corcoran@nmvb.ca.gov)>; [Alejandro.martinez2@dmv.ca.gov](mailto:Alejandro.martinez2@dmv.ca.gov) <[alejandro.martinez2@dmv.ca.gov](mailto:alejandro.martinez2@dmv.ca.gov)>; [walshpllc@gmail.com](mailto:walshpllc@gmail.com) <[walshpllc@gmail.com](mailto:walshpllc@gmail.com)>; [michael.knorowski@dca.ca.gov](mailto:michael.knorowski@dca.ca.gov) <[michael.knorowski@dca.ca.gov](mailto:michael.knorowski@dca.ca.gov)>; [intake@bettzedek.org](mailto:intake@bettzedek.org) <[intake@bettzedek.org](mailto:intake@bettzedek.org)>

**Sent:** Tuesday, December 27, 2022 at 05:39:42 PM PST

**Subject:** Re: Kia Customer Care Case# [REDACTED]

Sandra B or To Whom It May Concern,

Attached you will find the paperwork for the sale of the vehicle from downtown Kia. I couldn't find the paperwork so I took the bus to the dealership and the Finance Manager gave me a flash drive of the attached documents. I have also added a few

more documents that was requested and this is all I could find. One of the documents came from a friend's mechanic and it shows that Kia extended the warranty to 150,000 for the engine problem and I would like to know as to why my car isn't included on the VIN list and was told by several mechanics that the engines are hard to find and in demand and that it will be hard to replace.

Since my car broke down, I have been trying to find out as to why my car isn't on the list for a new engine recall, when the same exact thing happened to my car that is listed on the recall. First brought to Kia Alhambra in May 2022 at 109k miles and then my check engine light kept coming on for the catalytic converter, oil burning and knocking and then piston #2 fried and engine fried, same exact thing as being mentioned for the recall all over the internet and all the Kia Forums that are out there. People are talking about the same thing happened to their car and their engine is on order, but for some reason Kia didn't make enough engines and they are high in demand with all the fried engines.

My car has been sitting at the KIA Van Nuys since October 23, 2022 when it broke down on the freeway. I lost my job due to this problem and I still owe \$11K for the car. I have reached out to the Bureau of Automotive Repair and they told me about the Million dollar grant with the Goodwill program is given to dealerships for when this thing happens then referred to the Engine of Automotive Repair and then the BBB for automotive repair and now back to Kia Corporate again.

I'm asking that you will fix the car or I will give it back to Ally Financial and file in Small Claims court for damages. That's the last thing I could do.

Thank you and will wait for the next step,

[REDACTED]

On Monday, December 19, 2022 at 02:53:10 PM PST, <[kia-customer-care@kiausa.com](mailto:kia-customer-care@kiausa.com)> wrote:

Dear [REDACTED],

Your case has been escalated to my attention regarding your concerns with your 2016 Kia Soul, as I would like to be of further assistance to you. Please provide me with the three items below as I further evaluate your case.

- All repair orders in service history (including any open repair orders)
- Sales contract / lease agreement
- Registration

Please feel free to send me any additional documents you would like me to review.

If you do not have these documents, please provide me with the name of the dealership you purchased your vehicle from, and a list of the dealerships you have serviced your vehicle at, and I can request these

documents from them.

Sincerely,

Sandra B.  
Kia America

---

REPLY INSTRUCTIONS: If further communication is desired with a Kia Customer Care associate, please reply directly to this e-mail without altering or deleting any information. This will allow for your response to be routed to the appropriate associate in a timely manner. Case# [REDACTED]

---

---

The preceding message (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. sections 2510-2512, is intended only for the person or entity to which it is addressed, and may contain information that is confidential, protected by attorney-client or other privilege, or otherwise protected from disclosure by law. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error and destroy the original message and all copies.





Extended Warranty Ref: TXXM

VIN: KMHEC4A41CA [REDACTED]

### Warranty Extension

The Powertrain warranty coverage for certain engine repairs and/or replacement where the engine damage, defect, or failure is related to connecting rod bearing wear, has been extended to 15 years or 150,000 miles from the date of original retail delivery or date of first use (whichever occurs first) and is valid for original and subsequent owners.

Place this letter in the glove compartment of your vehicle for future ease of reference regarding the warranty extension on the engine, preferably together with your vehicle's other warranty information. If the need arises to seek service regarding the engine, related to connecting rod bearing wear, contact your Hyundai dealer.





COPY OF APPLICATION FOR REGISTRATION COVERING THE FOLLOWING DESCRIBED AUTOMOBILE IN COMPLIANCE WITH THE PROVISIONS OF THE VEHICLE CODE OF THE STATE OF CALIFORNIA

Resident County of LOS ANGELES (FILL OUT IF ADDRESS GIVEN BELOW IS OTHER THAN YOUR COUNTY RESIDENCE)
Sold to Name [Redacted]
P.O. Box or Street Address [Redacted]
City BURBANK CA [Redacted] County LOS ANGELES
Make and Cyls. KIA 4 Engine No.
Date First Sold AUG 7th Yr. 2019 Body Type 5DR WGN AUTO BASE
V.I.N. KNDJN2A23G7 [Redacted] Model, Name or Number SOUL
Date First Operated 08 07 2019
Motive Power GAS
Have engine and serial numbers been checked against the vehicle? YES Dealer's No. 94222
Legal Owner ALLY FNCL
P.O. Box or Street Address PO BX 8128
City COCKEYSVILLE MD 21030

THIS IS TO CERTIFY that the undersigned dealer (No.) 94222, has on this date delivered to the Department of Motor Vehicles of the State of California Dealer's Report of Sale and Application for Registration No. [Redacted], Covering the above described automobile, and that accordingly Yr. [Redacted] license plates No. [Redacted] have been assigned by the Department of Motor Vehicles for the vehicle described above.

KIA DOWNTOWN LOS ANGELES

DEALER'S NAME

By ALI SALEH

[Handwritten signature in blue ink]

Dated at LOS ANGELES

AUG 7th Yr. 2019

LAW FORM NO [Redacted]

© 1986 The Reynolds and Reynolds Company THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

**GUARANTEED ASSET PROTECTION PLUS  
DEFICIENCY WAIVER ADDENDUM (RETAIL ONLY)**

**CUSTOMER INFORMATION**

Customer Name [REDACTED]			Co-Signing Customer Name		
Address [REDACTED]			Address		
City BURBANK	State CA	ZIP [REDACTED]	City	State	ZIP
Email [REDACTED]	(Area Code) Telephone Number [REDACTED]		Email	(Area Code) Telephone Number	

**COVERED VEHICLE INFORMATION**

Year 2016	Make <b>KIA</b>	Model SOUL
VIN KNDJN2A23G7[REDACTED]	Current Odometer Reading 27355	<input type="checkbox"/> New Vehicle <input checked="" type="checkbox"/> Used/CPO

**DEALER INFORMATION**

Name KIA DOWNTOWN LOS ANGELES	Dealer Number OKMCA308	Phone (866) 414-5619
Address 1945 S. FIGUEROA ST	City LOS ANGELES	State CA
F&I Manager		ZIP 90007

**ASSIGNEE INFORMATION**

Name ALLY FNCL	Phone
Address PO BX 8128	
City COCKEYSVILLE	State MD
	ZIP 21030

**FINANCE AGREEMENT INFORMATION**

Finance Agreement Number	MSRP/NADA Value 12,005.00	APR 14.64	Amount Financed 17,605.61	Charge to Customer for Addendum 895.00
<input checked="" type="checkbox"/> Retail Installment Sales Contract	Finance Agreement Effective Date 08/07/2019	Monthly Payment Amount	Finance Agreement Term (in months) 72	
<input type="checkbox"/> Balloon Contract/Addendum	First Payment Due Date	Final Payment Due Date	Addendum Effective Date 08/07/2019	
Term of Addendum 72				

THE PURCHASE OF THE WAIVER ADDENDUM IS VOLUNTARY, AND IS NOT REQUIRED TO OBTAIN CREDIT OR MORE FAVORABLE TERMS OF CREDIT. THE PURCHASE OF THIS ADDENDUM WILL NOT BE A FACTOR IN THE CREDIT APPROVAL PROCESS AND NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE, MAY BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM. THE PURCHASE OF THIS ADDENDUM MAY ONLY BE MADE AT THE TIME THE FINANCE AGREEMENT IS ORIGINALLY EXECUTED.

A CANCELLATION REQUESTED WITHIN THIRTY (30) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND IF NO WAIVER BENEFIT HAS BEEN PROVIDED. A CANCELLATION REQUEST RECEIVED AFTER THIRTY (30) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA AND IS SUBJECT TO A SEVENTY-FIVE (\$75) DOLLAR PROCESSING FEE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF THE CHARGE TO CUSTOMER FOR THE ADDENDUM WAS INCLUDED IN THE FINANCING OF THE COVERED VEHICLE, ANY REFUND FOR A CANCELLED ADDENDUM MAY BE APPLIED BY THE DEALER/ASSIGNEE AS A REDUCTION OF THE OVERALL AMOUNT OWED UNDER THE FINANCE AGREEMENT, RATHER THAN APPLYING THE REFUND STRICTLY TO THE CHARGE TO CUSTOMER FOR THE ADDENDUM. THIS ADDENDUM DOES NOT TAKE THE PLACE OF INSURANCE ON THE COVERED VEHICLE. THIS ADDENDUM IS NOT INSURANCE AND CUSTOMER IS RESPONSIBLE FOR MAINTAINING ANY INSURANCE REQUIRED BY THE FINANCE AGREEMENT OR BY APPLICABLE LAW. YOU MAY CONSULT AN ALTERNATIVE SOURCE TO DETERMINE WHETHER SIMILAR COVERAGE MAY BE OBTAINED AND AT WHAT COST. REFINANCING THE COVERED VEHICLE/FINANCE AGREEMENT VOIDS THIS ADDENDUM.

**WAIVER BENEFIT**

Customer is responsible to the named Dealer/Assignee for the risk of loss, damage or destruction of the Covered Vehicle during the term of the Finance Agreement. If the Covered Vehicle is a Total Loss as defined herein, Customer is liable under the Finance Agreement for the difference (if any) between the Unpaid Net Balance as defined herein and the Actual Cash Value as defined herein on the Date of Loss ("GAP Amount"). In consideration of the Charge to Customer for Addendum shown above, Dealer/Assignee agrees to waive the GAP Amount and up to a maximum of one thousand (\$1,000) dollars of Customer's Primary Insurance deductible, subject to the terms and conditions of this Addendum ("Waiver Benefit"), in the event of a Total Loss (as defined herein). Any deductible amount in excess of one thousand (\$1,000) dollars remains Customer's responsibility. There is no deductible coverage available for vehicles financed in Alaska. It is further agreed that the maximum Waiver Benefit under this Addendum is limited to fifty thousand (\$50,000) dollars. This Addendum may not waive the entire amount owed at the time of loss if (1) the Amount Financed on the Finance Agreement exceeds one hundred fifty (150%) percent of the MSRP for new vehicles or one hundred fifty (150%) percent of the NADA retail value for used vehicles; (2) the term of the Finance Agreement exceeds eighty-four (84) months; or (3) the amount owed by Customer to clear the outstanding balance owed under the Finance Agreement contains any amounts not included in the GAP Amount. The GAP Amount may decrease over the term of the Finance Agreement. This Addendum remains a part of the Finance Agreement upon the assignment, sale or transfer of such Finance Agreement by the creditor or the creditor's designee.

WITH MY SIGNATURE BELOW, I VOLUNTARILY ELECT TO PURCHASE THIS ADDENDUM FOR THE CHARGE SHOWN ABOVE. I UNDERSTAND THE DEALER AND/OR ASSIGNEE MAY RETAIN ALL OR A PORTION OF THE CHARGE PAID BY ME. BY SIGNING BELOW, I ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS ADDENDUM IN ITS ENTIRETY. I UNDERSTAND THAT I AM ENTERING INTO A CONTRACTUAL AGREEMENT WITH THE DEALER/ASSIGNEE AND THAT THIS ADDENDUM AMENDS MY FINANCE AGREEMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ADDENDUM CONTAINED HEREIN AND IS A PART THEREOF. I AGREE TO ALL PROVISIONS, TERMS AND CONDITIONS OF THIS ADDENDUM, AND THAT I RECEIVED A SIGNED AND COMPLETED COPY OF THIS ADDENDUM.

Customer's Signature [REDACTED] Date 08/07/2019

Co Signing Customer's Signature [REDACTED] Date 08/07/2019

Dealer's Signature [Signature] Date 08/07/2019

Nevada Residents Only: By initialing this box, You acknowledge that this Addendum contains an Arbitration provision, that You have read and understand the Arbitration Procedure section and affirmatively agree to the terms contained therein.

# POWER PROTECT GUARANTEED ASSET PROTECTION PLUS TERMS & CONDITIONS

## 1. INTRODUCTION AND PARTIES

This Guaranteed Asset Protection Deficiency Waiver Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your Finance Agreement. This Addendum is entered into between the Customer (referred to herein as "Customer," "You" or "Your") and the Dealer, and any subsequent Assignee to which the Dealer assigns Your Finance Agreement. Dealer has appointed, and Assignee accepts the appointment of, Safe-Guard Products International, LLC ("Administrator") as the administrator of this Addendum. Administrator is not a party to this Addendum and its sole responsibility is to perform the administration for this Addendum.

## 2. DEFINITIONS

For the purpose of this Addendum the following terms shall mean:

**Actual Cash Value** means the retail value of the Covered Vehicle on the Date of Loss, prior to its physical damage or theft, as determined by the Primary Insurer. If no Primary Insurer exists, the Primary Insurer has been declared insolvent, or the Primary Insurance policy has either a stated value or a limit of liability that is less than the value of the Covered Vehicle, the retail value will be determined by Administrator using the nationally- or regionally-recognized guide, such as National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the Covered Vehicle's options, mileage and condition.

**Administrator** means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, (800) 689-0047, fax: (800) 477-5379, e-mail: customerservice@power-protect.com.

**Assignee** means the creditor or financial institution to which the Finance Agreement and this Addendum are assigned.

**Covered Vehicle** means the vehicle listed on the Registration Page, including all dealer-installed options and equipment that is the subject of the Finance Agreement and is a four-wheeled private passenger vehicle, van, pickup or light truck that does not exceed 15,000 lbs. GVWR.

**Customer, You** means the purchaser of the Covered Vehicle, as listed on the Registration Page.

**Date of Loss** means the date on which the actual physical loss, damage or theft occurred to the Covered Vehicle. If such date is indeterminable, the Date of Loss shall be either the date established by the Primary Insurer or the date the occurrence was reported to the police, whichever occurs first.

**Dealer** means the automotive dealership listed on the Registration Page.

**Delinquent Payment** means any payment which is paid after the due date and the applicable grace period stated in the Finance Agreement.

**Effective Date** means the date the Covered Vehicle and Addendum were purchased. Please note the Addendum must have been purchased on the same date as the Covered Vehicle.

**Finance Agreement** means the Retail Installment Sales Contract, or other financing agreement between Customer and Dealer/Assignee entered into on the original date of sale of the Covered Vehicle that evidences the terms and conditions of the financing transaction, including without limitation, any Balloon Retail Contract/addendum, but expressly excluding any lease contract.

**GAP Amount** means the difference (if any) between the Unpaid Net Balance (as defined herein) and the Actual Cash Value (as defined herein) on the Date of Loss (as defined herein).

**GAP Plus Benefit** means a one thousand (\$1,000) dollar credit available at the Dealer named in this Addendum, to be applied exclusively towards Your purchase of a replacement vehicle for the Covered Vehicle after it has been deemed a Total Loss. The GAP Plus Benefit is only applicable if You receive a Waiver Benefit under this Addendum and You return to the Dealer to purchase Your replacement vehicle within three (3) months of the approval date of Your Waiver Benefit. If You have moved more than fifty (50) miles away from the Dealer after the Addendum Effective Date, please contact Administrator to determine whether the GAP Plus Benefit can be applied towards the purchase of a replacement vehicle from a more conveniently located dealer.

**Permitted Commercial Purposes** means the Covered Vehicle may be used for commercial purposes generally categorized as "professional" including, but not limited to, vehicles used by an individual driver for sales/services (e.g. real estate, cleaning services, home health/aide care services) or light duty contracting (e.g. electrician, carpenter and plumber).

**Primary Insurance** means a comprehensive/collision automobile insurance policy covering the Covered Vehicle against damage or loss from any cause including, but not limited to, collision and theft.

**Primary Insurer** means a third party insurance company providing comprehensive/collision coverage on the Covered Vehicle or a third party insurance company that determines and pays the Actual Cash Value of the Covered Vehicle in the event of a Total Loss.

**Prohibited Commercial Purposes** means the Covered Vehicle is used for commercial purposes other than a Permitted Commercial Purpose. Such Prohibited Commercial Purposes include, but are not limited to, hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passengers for hire (taxi, limousine or shuttle services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use or the Covered Vehicle is titled in a company's name and may be used by multiple drivers.

**Registration Page** means the first page of this Addendum.

**Settlement Date** means the date the Primary Insurer issued the settlement check or denial letter relating to the Total Loss of the Covered Vehicle.

**Total Loss** means a total or constructive total loss as defined by the individual Customer's Primary Insurer. If no Primary Insurance exists, then a Total Loss shall mean when the repair cost exceeds the Actual Cash Value or, in the event of an Unrecovered Theft.

**Unpaid Net Balance** means the amount owed by Customer to clear the outstanding balance owed under the Finance Agreement, subject to the terms and conditions of the Finance Agreement and this Addendum. "Unpaid Net Balance" shall not include any and all unearned and/or uncollected finance or lease charges, late charges, any Delinquent Payments, deferred payments, uncollected service charges, refundable prepaid taxes and fees, disposition fees, termination fees, penalty fees, charges related to scheduled non-uniform payments or Finance Agreement terms exceeding eighty-four (84) months or any other proceeds which may be recovered by canceling any insurance coverages, service contracts and/or warranties, credit life, accident and health insurance or other cancelable items.

**Unrecovered Theft** means a Covered Vehicle reported as stolen to both the police and the Primary Insurer, who have made every effort, but failed, within thirty (30) days to find and return the Covered Vehicle. A Covered Vehicle improperly taken or concealed by Customer, where both Customer's and Covered Vehicle's whereabouts are unknown, shall not be deemed an Unrecovered Theft for purposes of this Addendum.

**Waiver Benefit** means the GAP Amount waived by the Dealer/Assignee pursuant to the terms of this Addendum, plus up to a maximum of one thousand (\$1,000) dollars of the Primary Insurance deductible.

**We, Us, or Our** means the Dealer or Assignee.

## 3. LIMITATIONS

- A. The maximum Waiver Benefit under this Addendum is limited to fifty thousand (\$50,000) dollars.
- B. No coverage is provided for that portion of the Unpaid Net Balance resulting from the Finance Agreement term exceeding eighty-four (84) months and/or containing non-uniform repayment terms (i.e. variable monthly payment amounts). These Finance Agreements will not be disqualified from coverage; however, the Unpaid Net Balance will be re-amortized as if the Finance Agreement had an eighty-four (84) month term and/or uniform repayment terms, unless state law provides otherwise. The uniform repayment terms requirement does not apply to the final payment due on Balloon Retail Contracts.
- C. Unless otherwise required by state law, no coverage is provided for that portion of the Unpaid Net Balance resulting from the amount financed exceeding one hundred fifty (150%) percent of the Manufacturer's Suggested Retail Price (MSRP) for new vehicles or one hundred fifty (150%) percent of NADA or KBB Official Used Car Guide's "Retail" value, whichever is the regionally-recognized guide for used vehicles, at the Effective Date of the Finance Agreement. These Finance Agreements will not be disqualified from coverage; however, the Unpaid Net Balance will be determined based on this maximum limit by reamortizing the amount financed as if only one hundred fifty (150%) percent of MSRP or NADA/KBB (as applicable) had been financed and Customer had been making payments on that amount pursuant to the rate and term set forth in the Finance Agreement, unless state law provides otherwise.
- D. This Addendum terminates upon (i) cancellation by Customer or Dealer/Assignee (in the event of a repossession of the Covered Vehicle); (ii) refinancing the Covered Vehicle's Finance Agreement; (iii) payment in full of the original Finance Agreement; (iv) at midnight on the earlier of (a) the original maturity date of the Finance Agreement or (b) the original maturity date of the Addendum as calculated from the "Addendum Effective Date"; or (v) upon Customer's receipt of a Waiver Benefit or denial letter confirming that no Waiver Benefit is due under the Addendum. If the original term of the Finance Agreement is extended for any reason, the term of this Addendum will not be likewise extended.
- E. This Addendum shall be void if any material fact(s) have been intentionally concealed or misrepresented, or in the case of fraud.
- F. Coverage under this Addendum is not available for vehicles with salvage or junk title.
- G. No coverage is provided for any deductions taken by the Primary Insurer for the following: Prior Damage, Salvage, Missing Items, Excess Towing, Custom Equipment and Storage.
- H. No coverage is provided for the amount of Sales Tax and Title fee reimbursement owed by the Primary Insurer in applicable states.
- I. Customer is responsible for making at least the minimum payment owed under the terms of the Finance Agreement for each payment due date scheduled after the Date of Loss until the request for a Waiver Benefit has been fully processed. In the event a Waiver Benefit is owed under the Addendum, Administrator will issue a refund to Customer or Assignee where applicable, for the portion of Customer's payment(s) that should have been waived according to the terms of this Addendum.
- J. This Addendum does not provide coverage for damage related to any personal property attached to or within the Covered Vehicle.
- K. This Addendum only provides coverage if the Covered Vehicle is deemed a Total Loss. No coverage is provided under this Addendum if the Covered Vehicle is deemed a partial loss.

- L. If Administrator provides Customer with evidence that Primary Insurer's determination of the Actual Cash Value was based on incorrect facts (such as because the Primary Insurer missed options/equipment on the Covered Vehicle or misidentified the model/year/trim of the Covered Vehicle), Administrator will process the request for a Waiver Benefit and deduct from the GAP Amount the fair market value of the missing/incorrect items, unless Customer provides Administrator with valid documentation from Primary Insurer supporting Primary Insurer's determination of the Actual Cash Value.

#### 4. EXCLUSIONS

This Addendum does not apply to loss of or damage to the Covered Vehicle:

- A. Resulting directly or indirectly from the legal confiscation of the Covered Vehicle by a public official;
- B. Resulting directly or indirectly from any dishonest, fraudulent or illegal act by Customer, family member or other person acting under Customer's authority;
- C. Caused by a willful, wanton or recklessly negligent act by Customer, family member or other person acting under Customer's authority;
- D. That is part of a fleet that is intended for use as a public or livery conveyance, or any vehicle being used for a Prohibited Commercial Purpose;
- E. Due to wear and tear, freezing, mechanical/electrical breakdown or failure;
- F. Which occurs outside the United States, its territories or Canada;
- G. When the Total Loss or theft results directly or indirectly from Customer's or Customer's authorized representative's driving under the influence, driving while intoxicated or forgery;
- H. If the purchase date of the Covered Vehicle is different than the purchase date of this Addendum or if the Total Loss occurs prior to the Effective Date of this Addendum;
- I. Due to war, whether or not declared, invasion, civil war, insurrection, rebellion, revolution, terrorism, riots or civil unrest;
- J. Due to any acts occurring after the original maturity date of the Finance Agreement, Assignee's acceleration of the Finance Agreement or during or after the repossession of the Covered Vehicle;
- K. Caused by conversion, embezzlement, or concealment by any person in lawful possession of the Covered Vehicle;
- L. Due to the operation, use, or maintenance of the Covered Vehicle in any race or speed contest.

#### 5. CANCELLATION AND TRANSFER

- A. This Addendum is cancelable. To cancel the Addendum, Customer must provide Administrator or Dealer with written notice of Customer's request to cancel the Addendum. The effective date of such cancellation is the date such written notice is received by Administrator or Dealer. This Addendum may be cancelled for a full refund of the Charge to Customer for Addendum within thirty (30) days of the Effective Date of the Addendum provided that no Waiver Benefit has been provided. After thirty (30) days any refunds will be calculated pro-rata less a seventy-five (\$75) dollar processing fee, unless such fee is otherwise prohibited by applicable state law. However, in the event a Waiver Benefit has been provided, this Addendum will be deemed as fully earned, and no refund will be due or paid to Customer. If Customer cancels this Addendum due to early termination of the Finance Agreement, Customer must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Finance Agreement. Any refund due under this Addendum will be made payable to the Assignee unless Customer provides Administrator with written documentation from Assignee stating the Finance Agreement has been paid in full. If the cancellation of the Addendum occurs as a result of a default under the Finance Agreement or the repossession of the Covered Vehicle, any refund due may be paid directly to the Assignee. If the Charge to Customer for the Addendum was included in the financing of the Covered Vehicle, any cancellation refund may be applied by the Assignee as a reduction of the overall amount owed under the Finance Agreement rather than applying the refund strictly to the Charge to Customer for the Addendum.
- B. This Addendum is transferable by Customer if the Finance Agreement for the Covered Vehicle is assumed by a third party person, no terms of the Finance Agreement are modified other than the identity of Customer, and the seventy-five (\$75) dollar transfer processing fee is received by Administrator within thirty (30) days of the Finance Agreement's and Covered Vehicle's transfer. Copies of the Registration Page, the Finance Agreement showing assumption by a third party, and a check for seventy-five (\$75) dollars are required by Administrator to process the transfer request. This Addendum is not transferable to another vehicle or another Finance Agreement.
- C. Cancellation requests may be mailed, faxed or scanned to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, (800) 689-0047, fax: (800) 477-9679, e-mail: cancellations@power-protect.com. Transfer requests may be mailed, faxed or scanned to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, (800) 689-0047, fax: (800) 477-9679, e-mail: transfers@power-protect.com.

#### 6. ARBITRATION PROCEDURE

You agree that all individual claims or disputes arising from or relating to this Addendum, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Assignee or Dealer, will be settled by impartial arbitration, unless prohibited by law. To initiate arbitration, You must notify Administrator in writing of your desire to submit your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

#### 7. WAIVER BENEFIT PROCEDURES

To initiate a request for a Waiver Benefit, Customer must submit a written request for a Waiver Benefit or at least one (1) of the documents listed below to Administrator within ninety (90) days of the Settlement Date (or within ninety (90) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle). Additionally, Customer must submit all documents listed below to Administrator within two hundred ten (210) days of the Settlement Date (or within two hundred ten (210) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle) before any Waiver Benefit under this Addendum can be processed. It is Customer's responsibility to provide the required documentation to Administrator. Failure to properly initiate a request for a Waiver Benefit within ninety (90) days of the Settlement Date and/or provide the required documentation within two hundred ten (210) days of the Settlement Date will result in the denial of the request for a Waiver Benefit. Customer should submit all documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, (800) 689-0047, fax: (800) 477-5379, e-mail: customerservice@power-protect.com.

- A. Complete copy of the **Primary Insurance Settlement Statement** substantiating the date of and cause of the Total Loss of the Covered Vehicle, gross settlement amount, deductible and net settlement amount. Should Customer not have collectible physical damage insurance on the Date of Loss, it is Customer's responsibility to advise Administrator in writing immediately when the Total Loss is discovered, and Administrator will arrange for an independent appraisal in order to calculate the Actual Cash Value of the Covered Vehicle immediately prior to the Total Loss. The cost of the appraisal will be deducted from the amount of any Waiver Benefit and will be payable to Administrator from Customer in the event no Waiver Benefit is due.
- B. Copy of the **Total Loss Evaluation report from the Primary Insurer** substantiating the basis of how the Actual Cash Value of the Covered Vehicle was determined (must include all options on the Covered Vehicle and mileage on the Date of Loss, if available).
- C. Copy of the Primary Insurer's **Settlement Check**.
- D. Copy of a statement from Assignee documenting Your **Payoff Amount**, including detail of past due amounts, late charges, etc., if any.
- E. Copy of the **Complete Payment History** (record of Your payments under the Finance Agreement from the Effective Date through Date of Loss).
- F. Copy of the **Finance Agreement** (including term, APR, amount financed, payment amount, payment due date and any cancelable items purchased).
- G. Copy of **Buyer's Order/Purchase Order** for the Covered Vehicle from Dealer substantiating make, model, year, mileage and vehicle options.
- H. Copy of the Addendum.
- I. Copy of **Police Report**, if a Police Report was filed. Please note, a Police Report is required if the Total Loss was a result of the theft of the Covered Vehicle.
- J. Copy of the documentation showing **refund amounts** of any cancelable items purchased.
- K. Copy of **Buyers Order/Purchase Order** for the replacement vehicle (only required if You are receiving the GAP Plus Benefit).
- L. Any additional documents reasonably requested by Administrator.

**PLEASE MAKE SURE** all documents are totally legible, otherwise the Waiver Benefit may be delayed until legible copies can be obtained.

#### 8. STATE DISCLOSURES

**Indiana, Kansas, Louisiana, Maine, Missouri, New Hampshire, New Mexico, South Carolina, Vermont and Wisconsin:** The cancellation/processing fee is not applicable.

**Alabama:** The cost of this Addendum is not regulated. The Customer should determine whether the Charge to Customer for Addendum is reasonable in relation to the protection afforded by this Addendum. In the event the Finance Agreement is terminated early, the Dealer/Assignee will, within sixty (60) days of the termination of the Finance Agreement, refund or credit the appropriate amount of the Charge to Customer for Addendum, or cause the refund to be issued by any other appropriate party, according to the cancellation provisions of the Addendum. There is no obligation on the part of the Customer to request this refund. Any reference to a seventy-five (\$75) dollar processing/cancellation fee is deleted in its entirety and replaced with a fifty (\$50) dollar processing/cancellation fee.

**Alaska:** There is no deductible coverage available for vehicles financed in Alaska.

**California:** The GAP Plus Benefit definition is replaced by the following: means a one thousand (\$1,000) dollar credit available at the Dealer named in this Addendum, to be applied exclusively towards Your purchase of a replacement vehicle for the Covered Vehicle after it has been deemed a Total Loss. The GAP Plus Benefit is only

applicable if You receive a Waiver Benefit under this Addendum and You return to the Dealer to purchase Your replacement vehicle within three (3) months of the approval date of Your Waiver Benefit. If You have moved more than fifty (50) miles away from the Dealer after the Addendum Effective Date, You may use this GAP Plus Benefit at a more conveniently located dealer so long as the credit is used with the Assignee (lender) that financed the purchase of the Covered Vehicle. Please contact Administrator to locate a more conveniently located qualifying dealer.

**Georgia:** The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by Administrator.

**Indiana:** The sale of this Addendum is not permitted if the amount financed, less the cost of the Addendum, less the cost of credit insurance, and less the cost of warranties or service agreements is less than eighty (80%) percent of MSRP for a new vehicle or eighty (80%) percent of the NADA average retail value for a used vehicle. Customer may be able to obtain GAP coverage from their Primary Insurer. In the event the Finance Agreement is prepaid in full or otherwise terminated early, this Addendum will automatically terminate, and the Dealer is obligated to make a timely refund of the Charge to Customer for Addendum according to the cancellation provisions of the Addendum. There is no obligation on the part of Customer to request a refund in the event of early termination of the Finance Agreement. Customer may be responsible for the amount not covered by the Addendum. There are no subrogation rights against Customer. For additional information or complaints, contact: **Indiana Department of Financial Institutions at 800-382-4880 or by mail to 30 South Meridian Street, Suite 300, Indianapolis, IN 46204-2759.**

**Kansas:** Any clause requiring alternative dispute resolution (such as arbitration or mediation) to resolve any controversy related to this Addendum is not valid in Kansas. You may pursue any legal option available under state law. This Addendum follows the Finance Agreement if the Finance Agreement is sold or assigned with no subrogation rights against Customer. Exclusion 4(B) is replaced in its entirety by the following language: Resulting directly from any fraudulent act by Customer, family member or other person acting under Customer's authority. **The GAP coverage provided by this addendum may not cancel or waive the entire amount owing at the time of loss.** Kansas consumers with questions or complaints may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, (785) 296-2266 or toll free (877) 387-8523.

**Louisiana:** After thirty (30) days from the Effective Date, any cancellation refund of the unearned portion of the Charge to Customer for the Addendum will be calculated using a method no less favorable to the consumer than the method of refund commonly known as the "Rule of 78s" or the "sum of all digits" refund method. Section 4(E) is deleted in its entirety and replaced with ""Due to freezing, mechanical/electrical breakdown or failure."

**Maine:** This Addendum may not be sold on a leased vehicle and/or in conjunction with a lease agreement. No cancellation fee will be charged due to cancellation or termination of this Addendum. In accordance with Section 7, Waiver Benefit Procedures, if Administrator requests additional documents from Customer or if Customer provides proof that he/she could not reasonably meet the applicable deadlines, the deadlines may be extended, as reasonably determined by Administrator.

**Maryland:** The fifty thousand (\$50,000) dollar maximum Total Loss Waiver Benefit is not applicable. "Actual Cash Value" means the proceeds of any insurance maintained on the Covered Vehicle paid by the Primary insurer. If no Primary Insurer exists, the retail value will be determined by Administrator using the nationally- or regionally-recognized guide, such as National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the Covered Vehicle's options, mileage and condition. "Primary Insurer" means a third party insurance company providing comprehensive/collision coverage on the Covered Vehicle. The "Unpaid Net Balance" shall not include delinquent or deferred payments, past due charges, late payment charges, unearned interest, unearned rental payments, the portion of any financed taxes or charges, including charges for credit life insurance, credit health insurance, credit involuntary unemployment insurance and mechanical repair contracts actually refunded to the buyer or credited as a reduction to the loan balance, and any primary insurance deductible in excess of one thousand (\$1,000) dollars. Section 3(A) is deleted in its entirety. Sections 3(B) and 3(C) are replaced in their entirety by the following: This Addendum is only available on Finance Agreements with terms of eighty-four (84) months or less where the amount financed is less than or equal to one hundred fifty (150%) percent of the MSRP for a new vehicle or NADA retail for a used vehicle as determined on the Addendum Effective Date. No coverage is provided if the term exceeds eighty-four (84) months or if the amount financed exceeds one hundred fifty (150%) percent. In the event a Customer receives an Addendum with a term exceeding eighty-four (84) months or if the amount financed exceeds one hundred fifty (150%) percent, no Waiver Benefit will be provided; however, Customer is entitled to a full refund of the Charge to Customer for Addendum. Section 3(G) and Section 3(H) are deleted in their entirety and do not apply in Maryland. Section 4(J) is deleted in its entirety and replaced with: "Due to any acts occurring after the original maturity date of the Finance Agreement, Assignee's acceleration of the Finance Agreement or during or after the repossession of the Covered Vehicle after the redemption period has expired."

**Michigan:** The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by Administrator.

## **MINNESOTA: THE GAP WAIVER IS OPTIONAL. YOU DO NOT HAVE TO PURCHASE THIS PRODUCT IN ORDER TO BUY [OR LEASE] THIS MOTOR VEHICLE. YOU ALSO HAVE A LIMITED RIGHT TO CANCEL.**

**Nebraska:** This Addendum is not insurance and is not regulated by the Nebraska Department of Insurance.

**NEVADA:** A guaranteed asset protection waiver is not a policy of liability or casualty insurance and does not satisfy the requirement to maintain liability insurance pursuant to NRS 485.185. Failure to make a timely payment under the terms of the Finance Agreement may void the guaranteed asset protection waiver.

**Oregon:** In the event this Addendum is cancelled as a result of the termination of the Finance Agreement, any refund shall be provided without requiring that the Customer request the refund.

**Pennsylvania:** A portion of the charges You pay for Your GAP coverage will be retained by Dealer.

**South Carolina:** THIS GAP WAIVER ADDENDUM WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST STATED IN THE CHARGE TO CUSTOMER FOR ADDENDUM ON THE REGISTRATION PAGE. The sale of this Addendum is not permitted if the amount financed, less the cost of the Addendum, less the cost of credit insurance, and less the cost of service contracts is less than eighty (80%) percent of MSRP for a new vehicle or eighty (80%) percent of the NADA average retail value for a used vehicle.

**Tennessee:** The cost of this Addendum is not regulated, and Customer has the responsibility to determine whether the cost of the Addendum is reasonable in relation to the protection afforded by the Addendum. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by Administrator.

**Utah:** This Addendum is subject to limited regulation by the Utah Insurance Department. Complaints regarding this Addendum may be submitted to the **Utah Insurance Department at 3110 State Office Building, Salt Lake City, UT 84114, (800) 439-3805.** The Arbitrator's decision may include an award of attorney's fees if allowed by state law, is binding upon both parties and may be entered as a judgment in any court of proper jurisdiction. Customer's failure to submit a written request for a Waiver Benefit within the time frame set forth in Section 7 shall not invalidate Customer's claim if Customer demonstrates that it was not reasonably possible to submit a written request within the prescribed time and that Customer made such request as soon as reasonably possible.

**Vermont:** Any refund provided to You pursuant to the terms of this Addendum must be fair and reasonable, and the method of calculating such refund must be at least favorable to You as the Actuarial Method. Residents of Vermont are not required to abide by the Arbitration section but may voluntarily choose to participate in the Arbitration process.

**Washington:** This Addendum is not credit insurance, nor does it eliminate the borrower's obligation to insure the Covered Vehicle as provided by the laws of Washington. Purchasing a guaranteed asset protection waiver does not eliminate Customer's rights and obligations under vendor single-interest and collateral protection coverage laws of Washington.

**West Virginia:** Once Customer has initiated a request for a Waiver Benefit in accordance with Section 7, Waiver Benefit Procedures, and until such time as the request for a Waiver Benefit under this Addendum is resolved, the Addendum shall not be terminated or cancelled, nor shall a request for a Waiver Benefit under this Addendum be denied, by the Dealer, Assignee, Administrator, or any other party, solely due to the Customer's failure to make monthly payments owed for the Charge to Customer for Addendum.

**Wisconsin:** This Addendum may be cancelled by You at any time. This Addendum will terminate upon the earliest of the following events: (a) cancellation by You; (b) payment in full of the Finance Agreement; (c) the expiration of any redemption period following the repossession or surrender of the Covered Vehicle; (d) Total Loss of the Covered Vehicle after a Waiver Benefit has been provided, or if it is determined that no Waiver Benefit will be provided. If cancellation or termination occurs within the first thirty (30) days of the Effective Date, You are entitled to a full refund of the Charge to Customer for Addendum, or a full credit of the Charge to Customer for Addendum plus the amount of any applicable finance charges. If cancellation or termination occurs after thirty (30) days from the Effective Date, You are entitled to a pro-rata refund of the unearned portion of the Charge to Customer for Addendum. No cancellation fee will be charged due to cancellation or termination of this Addendum. However, in the event a Waiver Benefit has been provided, or if the term has expired, this Addendum will be deemed as fully earned, and no refund or credit will be due or paid to the Customer. Upon cancellation or termination of the Addendum, the Dealer or the Assignee, as applicable, will make an appropriate refund or credit of the Charge to Customer for Addendum, or shall direct another appropriate party in writing to make the refund or credit, according to the cancellation provisions of this Addendum. There is no obligation on the part of the Customer to request a refund in the event of early termination of the Finance Agreement. The transfer fee is not applicable in Wisconsin. Customer will not be charged for the cost of any appraisal requested by Administrator.

**ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT REQUEST FOR A WAIVER BENEFIT TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY ADDENDUM THAT WAS SECURED VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.**



---

## EXTENDED WARRANTY NOTIFICATION

---

2011 – 2012 Santa Fe, 2011 – 2013, 2016 Sonata and 2012 – 2017 Veloster

Dear Robert J Topp,

At Hyundai, we are committed to providing vehicles of outstanding quality and value. In an effort to meet this commitment, the warranty coverage for the Powertrain warranty coverage for certain engine repairs and/or replacement where the engine damage, defect, or failure is related to connecting rod bearing wear, on certain 2011 – 2012 Santa Fe, 2011 – 2013, 2016 Sonata and 2012 – 2017 Veloster vehicles has been extended to 15 years or 150,000 miles from the date of original retail delivery or date of first use, whichever occurs first, and is valid for original and subsequent owners.

Our records show that you currently own a vehicle in that model year range.

---

### **What should you do?**

- Tear off the card below and place in your Owner's Warranty and Maintenance Guide booklet for future reference.
- If at any time within the extended warranty period, your vehicle exhibits an issue, contact your Hyundai dealer. Otherwise, there is no additional action necessary at this time.

---

We thank you for your purchase of your vehicle and hope for your continued satisfaction as a Hyundai owner.



# GUARANTEED ASSET PROTECTION PLUS DEFICIENCY WAIVER ADDENDUM (RETAIL ONLY)

Page 1 of 4

## CUSTOMER INFORMATION

[REDACTED]				Co-Signing Customer Name		
Address [REDACTED]				Address		
City	State	ZIP	City	State	ZIP	
BURBANK	CA	[REDACTED]				
Email [REDACTED]		Area Code Telephone Number [REDACTED]		Email [REDACTED]		
				Area Code Telephone Number [REDACTED]		

## COVERED VEHICLE INFORMATION

Year	Make	Model
2016	KIA	SOUL
VIN	Current Odometer Reading	<input type="checkbox"/> New Vehicle <input checked="" type="checkbox"/> Used CPO
KNDUN2A23G [REDACTED]	27355	

## DEALER INFORMATION

Name	Dealer Number	Phone
KIA DOWNTOWN LOS ANGELES	0KMC308	(866) 414-5619
Address	City	State
1945 S. FIGUEROA ST	LOS ANGELES	CA
State	ZIP	
CA	90007	
FBI Manager		

## ASSIGNEE INFORMATION

Name	Phone
ALLY FNCL	
Address	
PO BX 8128	
City	State
COCKEYSVILLE	MD
ZIP	
	21030

## FINANCE AGREEMENT INFORMATION

Finance Agreement Number	MSRP/NADA Value	APR	Amount Financed	Charge to Customer for Addendum
	12,005.00	14.6%	17,805.61	895.00
<input checked="" type="checkbox"/> Retail Installment Sales Contract	Finance Agreement Effective Date	Monthly Payment Amount		Finance Agreement Term (in months)
Within Contract Addendum	08/07/2019			72
Term of Addendum	First Payment Due Date	Final Payment Due Date		Addendum Effective Date
72				08/07/2019

THE PURCHASE OF THE WAIVER ADDENDUM IS VOLUNTARY, AND IS NOT REQUIRED TO OBTAIN CREDIT OR MORE FAVORABLE TERMS OF CREDIT. THE PURCHASE OF THIS ADDENDUM WILL NOT BE A FACTOR IN THE CREDIT APPROVAL PROCESS AND NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOT OR VEHICLE SALE, MAY BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM. THE PURCHASE OF THIS ADDENDUM MAY ONLY BE MADE AT THE TIME THE FINANCE AGREEMENT IS ORIGINALLY EXECUTED.

A CANCELLATION REQUESTED WITHIN THIRTY (30) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND IF NO WAIVER BENEFIT HAS BEEN PROVIDED. A CANCELLATION REQUEST RECEIVED AFTER THIRTY (30) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA AND IS SUBJECT TO A SEVENTY-FIVE (\$75) DOLLAR PROCESSING FEE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. IF THE CHARGE TO CUSTOMER FOR THE ADDENDUM WAS INCLUDED IN THE FINANCING OF THE COVERED VEHICLE, ANY REFUND FOR A CANCELLED ADDENDUM MAY BE APPLIED BY THE DEALER/ASSIGNEE AS A REDUCTION OF THE OVERALL AMOUNT OWED UNDER THE FINANCE AGREEMENT, RATHER THAN APPLYING THE REFUND STRICTLY TO THE CHARGE TO CUSTOMER FOR THE ADDENDUM. THIS ADDENDUM DOES NOT TAKE THE PLACE OF INSURANCE ON THE COVERED VEHICLE. THIS ADDENDUM IS NOT INSURANCE AND CUSTOMER IS RESPONSIBLE FOR MAINTAINING ANY INSURANCE REQUIRED BY THE FINANCE AGREEMENT OR BY APPLICABLE LAW. YOU MAY CONSULT AN ALTERNATIVE SOURCE TO DETERMINE WHETHER SIMILAR COVERAGE MAY BE OBTAINED AND AT WHAT COST. REFINANCING THE COVERED VEHICLE/FINANCE AGREEMENT VOIDS THIS ADDENDUM.

## WAIVER BENEFIT

Customer is responsible for the named Dealer/Assignee for the risk of loss, damage or destruction of the Covered Vehicle during the term of the Finance Agreement. If the Covered Vehicle is a Total Loss as defined herein, Customer is liable under the Finance Agreement for the difference (if any) between the Unpaid Net Balance as defined herein and the Actual Cash Value as defined herein on the Date of Loss ("GAP Amount"). In consideration of the Charge to Customer for Addendum shown above, Dealer/Assignee agrees to waive the GAP Amount up to a maximum of one thousand (\$1,000) dollars of Customer's Primary Insurance (deductible, subject to the terms and conditions of the Addendum ("Waiver Benefit"), in the event of a Total Loss as defined herein. Any deductible amount in excess of one thousand (\$1,000) dollars remains Customer's responsibility. There is no deductible coverage available for the event of a Total Loss in Alaska. It is further agreed that the maximum Waiver Benefit under this Addendum is limited to fifty thousand (\$50,000) dollars. This Addendum may not apply to vehicles of the NADA retail value for used vehicles; (2) the term of the Finance Agreement exceeds eighty-four (84) months; or (3) the amount owed by Customer to date the date of loss exceeds the amount of the GAP Amount. The GAP Amount may decrease over the term of the Finance Agreement. This Addendum remains a part of the Finance Agreement upon the assignment, sale or transfer of such Finance Agreement by the creditor or the creditor's designee.

WITH MY SIGNATURE BELOW, I VOLUNTARILY ELECT TO PURCHASE THIS ADDENDUM FOR THE CHARGE SHOWN ABOVE. I UNDERSTAND THE DEALER AND/OR ASSIGNEE MAY RETAIN ALL OR A PORTION OF THE CHARGE PAID BY ME. BY SIGNING BELOW, I ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS ADDENDUM IN ITS ENTIRETY. I UNDERSTAND THAT I AM ENTERING INTO A CONTRACTUAL AGREEMENT WITH THE DEALER/ASSIGNEE AND THAT THIS ADDENDUM AMENDS MY FINANCE AGREEMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ADDENDUM CONTAINED HEREIN AND IS A PART THEREOF. I AGREE TO ALL PROVISIONS, TERMS AND CONDITIONS OF THIS ADDENDUM, AND THAT I RECEIVED A SIGNED AND COMPLETED COPY OF THIS ADDENDUM.

My Draft Cases

My Open Cases

Dealer Open Cases

New Case


 Expand All  Collapse All  Archived (3/20/2022)  Filter

## 01 Category

Category	Case #	Status	Sub Status
Repair Assistance	[REDACTED]	Closed	Closed

## 02 General Information

## 03 Warranty Validation

## 04 Advice

10/3/22 cat-converter 15MPH/lowRPM Morris Miller #1010

Advice created on 11/02/2022 09:24:14 and created by John Rehm

Advice 1 - Miguel  
the campaign does not cover this failure. This will be a customer pay repair.  
if you have no further questions please close this case.

10/07 - New plugs + oil - Dr Phil #200

10/22 - Knocking - RPM - 15MPH limited Piston 2 hole  
fully carboned plug from cylinder 2. HAGE

Advice created on 11/02/2022 00:17:27 and created by John Rehm

Advice 1 - Reviewing the case details and attachments now.

Problem Description created on 11/01/2022 08:15:16 and created by Miguel Hernandez  
CUSTOMER STATES CAR WILL NOT RUN

Diagnosis created on 11/01/2022 08:15:16 and created by Miguel Hernandez

VERIFIED ENGINE IS LACKING POWER, STALLS UNDER LOAD. SCANNED FOR DTCS, FOUND P0300-P0302. VERIFIED ECU SOFTWARE IS UP TO DATE. VERIFIED ENGINE OIL LEVEL CONDITION FULL WITH FINE METAL PARTICLES. ATTEMPTED BCT, UNABLE TO COMPLETE CYLINDER #2. USED BOBOSCOPE, FOUND PISTON HAS A HOLE. CUSTOMER IS REQ. COVERAGE VIA EXTENDED WARRANTY CAMPAIGN P2002. P1326 IS NOT STORED. ENGINE IS NOT KNOCKING AND IS NOT SEIZED. PLEASE ADVISE.

## 05 DTC

## 06 Checklist

## 07 Oil Consumption

## 08 Attachment

## Techline Hotline

1 800-494-4542

Please have your case number when calling.

## Techline Hour

Techline hours of operation are Monday through Friday 7:00AM PST to 4:00PM PST.

We are closed on Friday between 12:00PM PST and 1:30 PM PST for staff training and development.

We are also open on Saturdays 7:00AM PST to 2:00PM PST.

CUSTOMER #:



\*INVOICE\*

KIA OF ALHAMBRA  
 P.O. BOX 1390 - 1247 W. MAIN ST.  
 ALHAMBRA, CA 91802  
 Phone (626) 289-0000 - (888) 558-4556  
 Fax (626) 289-8481  
 www.kiaofalhabra.com

PAGE 1

BUS: CONT. CELL. SERVICE ADVISOR: 967 FORTINO OROZCO-LARTOS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	16	KIA SOUL	KNDJN2A23G7		109882 / 109883		
DEL. DATE	PRDD. DATE	WAAR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19MAY22 DR			18:00 19MAY22		180.00	CASH	19MAY22
R.O. OPENED		READY	OPTIONS:				

DE:35 19MAY22	10:16 19MAY22	LINE DPCODE	TECH TYPE	HOURS	LIST	NET	TOTAL
A	PI2002A	:	PI2002A	ECU UPDATE (KSDS-1.6L GDI)			

CAUSE:  
 RECALL PI2002A : PI2002A ECU UPDATE (KSDS-1.6L GDI)  
 1078 W (N/C)  
 RECALL PERFORM NECESSARY RECALL ON KIA VEHICLE  
 580 W (N/C)  
 PI2002A : PI2002A ECU UPDATE (KSDS-1.6L GDI)

HAT/TAG: #2757 MT/PAID: 109,892  
 VIN: KNDJN2A23G7

\*\*\*\*\*  
 THANK YOU FOR COMING TO KIA OF ALHAMBRA, WE APPRECIATE YOUR BUSINESS AND LOOK FORWARD TO A CONTINUED RELATIONSHIP WITH YOU & YOUR VEHICLE. WE PROMISE TO TRY & PROVIDE THE BEST WE HAVE TO OFFER REGARDING YOUR SERVICE NEEDS. IF YOU HAVE ANY QUESTIONS REGARDING YOUR VISIT, PLEASE CONTACT: TONY RODRIGUEZ 626-380-1164

**PARTS AND SERVICE**  
 MON - FR.  
 7:30 AM - 6:00 PM  
 OPEN SATURDAY  
 8:00 AM - 5:00 PM  
 SALES  
 MON - SUN  
 9:00 AM - 6:00 PM

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

CUSTOMER SIGNATURE \_\_\_\_\_  
 I HAVE RECEIVED A COPY OF THIS INVOICE

CUSTOMER SIGNATURE \_\_\_\_\_  
 ALL PARTS NEW UNLESS OTHERWISE NOTED

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS OIL LUBE	0.00
SUBLET AMOUNT	0.00
WASH/WAX	0.00
TOTAL CHARGES	0.00
ADJUSTMENTS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00
	0.00

Return to Consumer: Please read important information on back. BAR # AROC028888 EPA # CAD982003208

CUSTOMER COPY



**OF DOWNTOWN**

SAGE Automotive Group



Deal Information:

STORE: 06 / BRANCH: 01

DEAL#: [REDACTED]

DEAL DATE: 08/07/2019

SLSP1: 200209 CASSANDRA NATY BURGA

F&I MGR:

CUST#: [REDACTED]

Customer Information:

BURBANK, CA [REDACTED]

Vehicle Information:

STOCK#: [REDACTED]

VIN: KNDJN2A23G7 [REDACTED]

2016 KIA SOUL

5DR WGN AUTO BASE, WHITE



**OF DOWNTOWN**  
*SAGE* Automotive Group



**END OF DEAL#:**

**FACTS****WHAT DOES KIA DOWNTOWN LOS ANGELES DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit history and credit scores
- Employment information and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**



All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Kia Downtown Los Angeles chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Kia Downtown Los Angeles share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> —Information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> —Information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call (888) 425-6349



Who we are	
Who is providing this notice?	First Motor Group of Los Angeles LLC is doing business as KIA Downtown Los Angeles.
What we do	
How does Kia Downtown Los Angeles protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Kia Downtown Los Angeles collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Apply for financing</li> <li><input checked="" type="checkbox"/> Apply for a lease</li> <li><input checked="" type="checkbox"/> Provide employment information</li> <li><input checked="" type="checkbox"/> Give us your contact information</li> <li><input checked="" type="checkbox"/> Show us your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li><input checked="" type="checkbox"/> affiliates from using your information to market to you</li> <li><input checked="" type="checkbox"/> sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <i>Our affiliates include Trophy Automotive Dealer Group LLC, West Covina Nissan, Mercedes-Benz of Valencia, Universal City Nissan and Mercedes-Benz of Encino.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <i>Kia Downtown Los Angeles does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <i>Our joint marketing partners include banks, credit unions, insurance companies, and finance lenders.</i></li> </ul>
Other important information	
<b>By signing below, you acknowledge receipt of this Privacy Notice:</b>	
 _____ Signature	_____ Date
 _____ Signature	_____ Date
_____ Print Name	_____ Print Name