

Completing your BBB AUTO LINE Claim . . . It's as easy as 1, 2, 3

1. Review and sign the **Customer Claim Form (CCF)**. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

2. Make one *clear copy* of the following documents, preferably on 8.5" X 11" standard paper:

- Sales Agreement/Purchase Contract** or **Lease Agreement** containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
- Current **Vehicle Registration**;
- Work Orders**, including proof of payment if you are seeking reimbursement.
- Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

Please do not send originals. We are not able to return documents to you. You may wish to make a complete set of copies for your file before mailing.

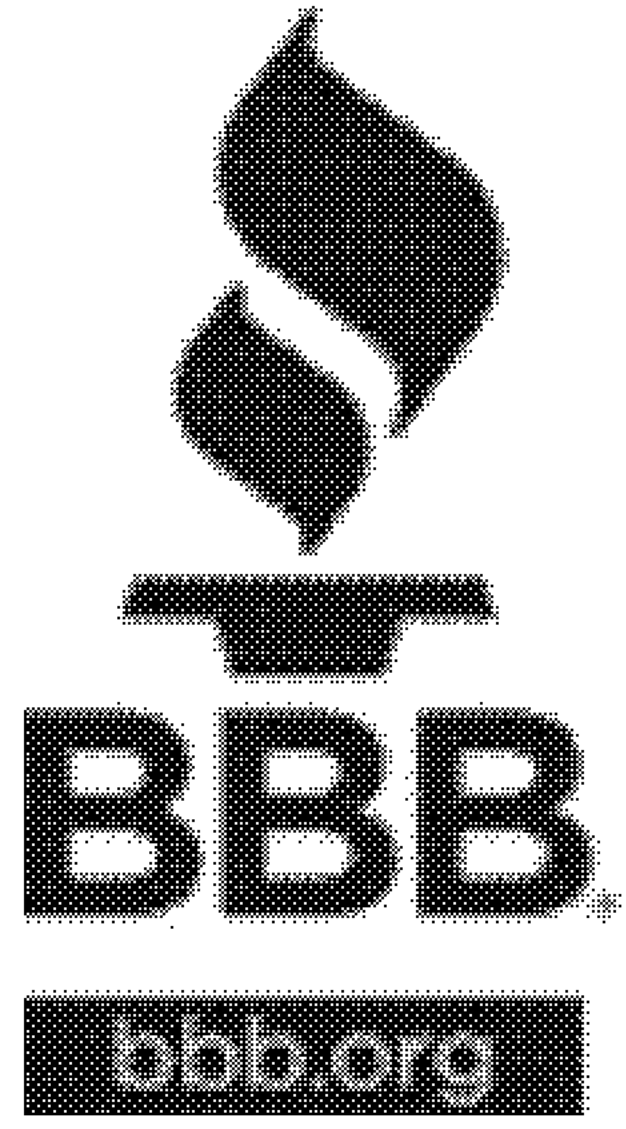
Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

IMPORTANT NOTE: We may request your vehicle loan or lease account number for purposes of completing a repurchase or replacement transaction. We will never request your Social Security Number or other sensitive financial information (e.g., bank account numbers). For your security, please redact (black out) any such information from your documents before sending.

3. Mail or fax all your documentation to the address below:

**BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700**

**QUESTIONS? We're here to help.
Call (800) 955-5100**



BBB AUTO LINE

October 26, 2018

[REDACTED]
DURHAM NC [REDACTED]

[REDACTED] vs Chevrolet Motor Division

Dear [REDACTED]

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your properly completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below and follow the instructions.

- * *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to help us handle your claim.
- * *Program Summary* - This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * *CCF* - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes. Please provide the Vehicle Identification Number (VIN).

If you would like to review the programs rules and policies, please visit www.auto.bbb.org/rules/.

We have notified the manufacturer about your contact with us and they may contact you to discuss your case. Please let us know if you reach a settlement so we can record that information in your file.

Once we receive your signed CCF with the VIN, if eligible, we will officially open your case. Within a few days, we will contact you by phone to discuss your case. Our goal is to help you and the manufacturer in reaching a mutually satisfactory resolution to your dispute.

BBB AUTO LINE staff are here to help you. Please call me at (800)955-5100 if you have any questions or if I can be of help.

Sincerely,

Tammy Scaife

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700



BBB AUTO LINE

October 26, 2018

ADR WORKFLOW
CHEVROLET
P O BOX 33170
DETROIT MI 48232-5170

Re [REDACTED] vs Chevrolet Motor Division

Dear Madam/Sir:

We have recently been contacted by one of your customers with a product complaint. Enclosed is information taken during the initial phone call.

You may contact the customer to resolve the complaint directly. Once the customer returns the completed *CCF*, the case will be opened, the 40 day clock will begin and all information received for the case will be sent to you.

Thank you for your participation in the BBB AUTO LINE program.

Sincerely,

Tammy Scaife at Extension 381

**BBB AUTO LINE
Customer Claim Form**

Case number [REDACTED]
Contact Date: 10/29/18
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner:	[REDACTED]				
Mailing address:	[REDACTED]				
City:	Durham	State:	NC	Zip code:	[REDACTED]
Day phone:	[REDACTED]				
Fax:	[REDACTED]				

SECTION 2: VEHICLE INFORMATION

Make:	Chevrolet	Model:	Volt	Year:	2017	Current mileage:	29500	
Name(s) that appears on the vehicle title:	[REDACTED]							
Selling dealer/city/state:	Hendrick Chevrolet Southpoint, Durham, NC							
Primary Servicing dealer/city/state:	Hendrick Chevrolet Southpoint,							
Acquired as	<input checked="" type="checkbox"/> new	<input type="checkbox"/> used	<input type="checkbox"/> demo	<input type="checkbox"/> leased	Is the vehicle in your possession?	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	
Purchase/lease date:	01/28/17		Mileage at purchase/lease:					
First repair attempt date:	06/14/18		First repair attempt mileage:					23810
How often is the vehicle used for business purposes (percentage):	0	%	Number of vehicles owned or leased by the business:	Transmission type:				
					<input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual			
Has the vehicle been in an accident/had body damage?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Date of accident:					
Description of damage:								

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

This car now qualifies as a lemon under US Federal and NC State law. I would like this resolved accordingly, with the manufacturer GM repurchasing the car, including the purchasing price and all associated taxes, fees, extended warranty coverage purchased, and incidental damages. Thank you.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER _____

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Case Number [REDACTED]

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
Not Able to Charge, Not working in EV mode, CEL		4		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700



BBB AUTO LINE PROGRAM SUMMARY

General Motors

General Motors has agreed to arbitrate certain claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law. This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE.

LEMON LAW CLAIMS

A claim seeking relief under the applicable state lemon law must meet all standards set out by that law. The claim must be received by BBB AUTO LINE within the time period for filing a legal action under that law. Please see the attached description of the applicable lemon law provisions.

[Note: **Florida** claims involving GM chassis or chassis cabs in motor homes may be filed with the Florida Pilot RV Mediation and Arbitration Program, and are not eligible for BBB AUTO LINE.]

If the claim meets all standards set out by the applicable lemon law, the arbitrator will award a refund or replacement vehicle including all remedies specifically provided by that law excluding attorney's fees. An arbitrator may not award any penalties or multiple damages.

Please note:

- ◆ The award will be reduced for the customer's use of the vehicle in accordance with the applicable lemon law.
- ◆ The arbitrator may adjust the award based on damage to the vehicle exceeding normal wear and tear.
- ◆ The award will not include any manufacturer rebate or manufacturer-sponsored credit card earnings the customer received or used as a down payment or capitalized cost reduction.

Customer Responsibilities

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered per that state's lemon law. The customer will be responsible for turning over the vehicle as it existed at the time of sale, taking into account normal wear and tear, without any after-market equipment or accessories that were installed after the time of sale and without any abnormal wear or damage evident on the vehicle that is not caused by the nonconformity. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Certain warranty claims that do not meet all standards of the applicable lemon law may be eligible for arbitration if they meet certain conditions.

Time Period for Filing Claims

Claims seeking **repairs** or **reimbursement** for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty.

Eligible Claims

Claims must be based on an alleged defect in the vehicle's material or workmanship that is covered by the General Motors New Vehicle Limited Warranty.

Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.

The customer's vehicle must be:

- ◆ Owned or leased in the name of an individual;
- ◆ Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- ◆ Covered by a United States warranty.

Remedies for Warranty Claims

The arbitrator may award the following remedies:

- ◆ **Repairs** to defects in material or workmanship. The arbitrator may not order a change in the vehicle's options or its design. The arbitrator may not order repairs to aftermarket parts or accessories that are not covered by the General Motors New Vehicle Limited Warranty. Further, it is the customer's responsibility to remove any after-market equipment or accessories that interfere with General Motors' ability to perform the repair.
- ◆ **Reimbursement** for reasonable, documented expenses the customer incurred to repair defects in material or workmanship. It is the customer's responsibility to provide copies of receipts for these repairs.

Customer Responsibilities

If repairs are awarded, it is the customer's responsibility to remove any after-market equipment or accessories that interfere with General Motors' ability to perform the repair.

CLAIMS THAT WILL NOT BE ARBITRATED

- ◆ Claims not covered by the General Motors New Vehicle Limited Warranty.
- ◆ Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Repair or reimbursement claims that are not covered by the General Motors New Vehicle Limited Warranty but are covered by a service contract.
- ◆ Claims involving after-market equipment or accessories that interfere with General Motors’ ability to make repairs to the vehicle under warranty.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has caused (1) bodily injury or (2) an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Claims seeking compensation for loss of wages, personal injury, or mental anguish.
- ◆ Claims seeking damages for fraud or other violations of law, punitive damages, penalties or multiple damages.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and General Motors.
- ◆ Claims seeking attorney’s fees.

OTHER IMPORTANT INFORMATION

- ◆ The customer must own or lease the vehicle throughout the entire arbitration process.
- ◆ If the customer files suit or a state arbitration claim against General Motors prior to the completion of the arbitration process, General Motors will not be obligated to continue with the arbitration.
- ◆ A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state’s minimum requirements.

The BBB will let the parties know if other restrictions apply.

STANDARDS OF THE NORTH CAROLINA LEMON LAW

The following is a brief explanation of most relevant provisions of the North Carolina lemon law. The complete text of the lemon law can be found at North Carolina Gen. Stat. section 20-351 *et seq.*

VEHICLES COVERED

The North Carolina lemon law covers any new motor vehicle or new motorcycle, sold or leased in the state. The lemon law does not cover used vehicles, mopeds, house trailers, or any motor vehicle (1) purchased or leased before October 1, 2005 that has a gross vehicle weight of 10,000 pounds or more or (2) purchased or leased on or after October 1, 2005 that weighs more than 10,000 pounds.

CONSUMERS COVERED

The lemon law covers the following consumers:

1. The purchaser, other than for purposes of resale, of a motor vehicle;
2. The lessee of a motor vehicle from a commercial lender, lessor or manufacturer or dealer; and
3. Any other person entitled by the terms of an express warranty to enforce its obligations.

PROBLEMS COVERED

The lemon law covers any defect, condition, or series of defects or conditions that substantially impairs the value of the motor vehicle to the consumer. This is referred to as a *nonconformity*.

The lemon law provides manufacturers with an affirmative defense if it can be shown that an alleged nonconformity or series of nonconformities is the result of abuse, neglect, odometer tampering by the consumer, or unauthorized modifications or alterations of a motor vehicle.

MANUFACTURER'S DUTY TO REPAIR A VEHICLE

If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of the express warranties or during a period of one year following the date of the motor vehicle's original delivery to the consumer, whichever is greater, then the manufacturer must make or arrange to have made the necessary repairs to conform the vehicle to the express warranties.

The necessary repairs must be made even after the expiration of the term of the express warranties or the one year period.

Express warranties must be in effect for at least one year or 12,000 miles. The mileage limit of express warranties begins to accrue from the mileage on the odometer at the date of original delivery to the consumer.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting, or arranging for the repair or correction of, any nonconformity after a *reasonable number of repair attempts*, and the nonconformity occurred no later than two years or 24,000 miles following the motor vehicle's original delivery, then the manufacturer must, at the option of the consumer, either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The North Carolina lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform a motor vehicle to the applicable express warranties if either of the following occurs:

1. The same nonconformity has been presented for repair to the manufacturer, its agent or authorized dealer four or more times but the nonconformity continues to exist; or
2. The motor vehicle was out of service to the consumer during or while awaiting repair of the nonconformity or a series of nonconformities for a cumulative total of 20 or more business days during any one year period of the warranty.

The express warranty term, one year period, and 20 day period are extended by any period of time during which repair services are not available to the consumer because of war, strike, or natural disaster.

The consumer may prove that a defect or condition substantially impairs the value of the motor vehicle to the consumer in a manner other than the terms of the *presumption* set out above.

NOTICE AND FINAL REPAIR ATTEMPT

The lemon law contains two provisions for written notice from the consumer to the manufacturer:

1. If the consumer wishes to rely on the *presumption* of a reasonable number of repair attempts, the consumer must notify the manufacturer directly in writing of the existence of the nonconformity or series of nonconformities, and allow the manufacturer a reasonable period no longer than 15 calendar days to correct the nonconformity or series of nonconformities. The 15 calendar day period begins upon the manufacturer's receipt of the notice of nonconformity.¹

¹ Hardison v. Kia Motors America, Inc., 226 N.C.App. 22, 738 S.E.2d 814 (2013)

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This notice requirement applies if the manufacturer clearly and conspicuously discloses to the consumer in the warranty or owners manual that written notification of a nonconformity is required before a consumer may be eligible for a refund or replacement. The manufacturer must also include in the warranty or owners manual the name and address where written notification may be sent.

2. A consumer bringing a civil action against the manufacturer must give the manufacturer written notice of his intent to bring the action at least 10 days prior to filing the suit.

DISPUTE RESOLUTION

The manufacturer may require that the consumer first utilize the informal dispute settlement procedure before bringing an action under the lemon law if:

1. The procedure complies with 16 C.F.R. Part 703, and
2. The manufacturer has clearly and conspicuously written this requirement into the written warranty and any warranty instructions provided to the consumer.

TIME PERIOD FOR FILING CLAIMS

Not specified in the lemon law. BBB AUTO LINE will accept a lemon law claim if it is filed within four years from the date the alleged defect is discovered.

REMEDIES UNDER THE NORTH CAROLINA LEMON LAW

REPURCHASE OF AN OWNED VEHICLE

The North Carolina lemon law sets out the following amounts that a manufacturer must pay when it repurchases an owned motor vehicle under the lemon law:

1. The full contract price, including but not limited to charges for undercoating, dealer preparation and transportation, installed options, and the non-refundable portions of extended warranties and service contracts;
2. All collateral charges, including but not limited to sales tax, license and registration fees, and similar government charges;
3. All finance charges incurred by the consumer after the first report of the nonconformity to the manufacturer, its agent or authorized dealer; and
4. Any incidental damages and monetary consequential damages;
5. Less a reasonable allowance for the consumer's use of the vehicle.

Refunds must be made to the consumer and any lienholder as their interests may appear.

For vehicles purchased before October 1, 2005, the reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first report of the nonconformity to the manufacturer, its agent or authorized dealer, and during any subsequent period when the vehicle is not out of service because of repair. The reasonable allowance is presumed to be an amount calculated in accordance with the following formula:

$$\frac{\text{Number of miles attributable to the consumer}}{100,000} \times \text{Cash Price}$$

For vehicles purchased on or after October 1, 2005, the reasonable allowance for use is calculated in accordance with the following formula:

$$\frac{\begin{array}{l} \text{Number of miles used by the consumer up to the} \\ \text{date of the third attempt to repair the same nonconformity} \\ \text{which is the subject of the claim,} \\ \text{or the twentieth cumulative business day when the vehicle is} \\ \text{out of service by reason of repair of } \underline{\text{one or more}} \\ \underline{\text{nonconformities, whichever occurs first}} \end{array}}{120,000} \times \text{Vehicle purchase price}$$

REPURCHASE OF A LEASED VEHICLE

The North Carolina lemon law sets out the following amounts that a manufacturer must pay when it repurchases a leased motor vehicle under the lemon law:

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To the lessee:

1. All sums previously paid by the consumer under the terms of the lease;
2. All sums previously paid by the consumer in connection with entering into the lease agreement, including but not limited to any capitalized cost reduction, sales tax, license and registration fees, and similar government charges; and
3. Any incidental and monetary consequential damages;
4. Less a reasonable allowance for the consumer's use of the vehicle.

To the lessor:

1. 105% of the actual purchase cost of the vehicle to the lessor;
2. Less 85% of the amount actually paid by the consumer to the lessor pursuant to the lease.

Refunds must be made to the consumer and lessor as their interests may appear. The consumer's written lease must be terminated by the lessor without any penalty to the consumer. The lessor must transfer title of the motor vehicle to the manufacturer as necessary to effectuate the consumer's rights under the lemon law.

For vehicles leased before October 1, 2005, the reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first report of the nonconformity to the manufacturer, its agent or authorized dealer, and during any subsequent period when the vehicle is not out of service because of repair. The reasonable allowance is presumed to be an amount calculated in accordance with the following formula:

$$\frac{\text{Number of miles attributable to the consumer}}{100,000} \times \text{Actual purchase cost of the vehicle to the lessor}$$

For vehicles leased on or after October 1, 2005, the reasonable allowance for use is calculated in accordance with the following formula:

$$\frac{\text{Number of miles used by the consumer up to the date of the third attempt to repair the same nonconformity which is the subject of the claim, or the twentieth cumulative business day when the vehicle is out of service by reason of repair of one or more nonconformities, whichever occurs first}}{120,000} \times \text{Lessor's actual lease price}$$

REPLACEMENT

When replacing a vehicle under the North Carolina lemon law, the manufacturer must replace the motor vehicle with a comparable new motor vehicle. The reasonable allowance for use does not apply to a replacement.

In the replacement of a leased vehicle, the lessor must transfer title of the motor vehicle to the manufacturer as necessary to effectuate the consumer's rights under the lemon law.