

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**

April 14, 2020

ADR WORKFLOW
GMC
P O BOX 33172
DETROIT MI 48232-5177

Re: [REDACTED] vs GMC 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 3811

**BBB AUTO LINE
Customer Claim Form**

Case number: [REDACTED]
Contact Date: 04/13/20
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: Cumberland	State: ME	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone:
Fax:	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: GMC	Model: Sierra 1500	Year: 2019	Current mileage: 22100
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: O'Connor, Augusta, ME			
Primary Servicing dealer/city/state: Bill Dodge GMC,			
Acquired as <input type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input checked="" type="checkbox"/> leased		Is your vehicle Certified Pre-Owned? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
Purchase/lease date: 01/26/19		Mileage at purchase/lease:	
First repair attempt date: 03/01/19		First repair attempt mileage: 2000	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
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)

I want GM to buyback this truck, I do not feel safe and I don't trust the vehicle or its repairs due to more problems arising after engine replacement.

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
Fuel Pump Noise		4		no
Crankshaft broke, engine replacement		1		no
Computer system, wont start		1		yes
Backup camera functions- doesnt work properly		1		yes
Electrical system shuts down		1		yes
Remote start		1		yes
Fuel doesn't work		1		yes
Service steering column lock		1		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*

A division of **BBB National Programs, Inc.**

April 14, 2020

[REDACTED]
CUMBERLAND ME [REDACTED]

Re: [REDACTED] vs GMC Motor Division

Dear Madam/Sir:

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.bbnp.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



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 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 22,950 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 MAINE LEMON LAW

The following is a brief explanation of most relevant provisions of the Maine lemon law. The complete text of the lemon law can be found at 10 Maine Rev. Stat. Ann. Section 1161 *et seq.*

VEHICLES COVERED

The Maine lemon law covers any motor driven vehicle sold or leased in the state that is designed for the conveyance of passengers or property on the public highways.

The lemon law covers used vehicles, but does not cover motor vehicles used primarily for commercial purposes with a gross vehicle weight of 8,500 pounds or more.

CONSUMERS COVERED

The lemon law covers the following consumers:

1. The purchaser, for purposes other than resale, or the lessee of a motor vehicle;
2. Any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; and
3. Any other person entitled by the terms of the warranty to enforce the obligations of the warranty.

The lemon law does not cover any government entity, or any business or commercial enterprise that registers three or more motor vehicles.

VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

PROBLEMS COVERED

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

The lemon law provides manufacturers with an affirmative defense if it can be shown that the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle by anyone other than the manufacturer, its agents or authorized dealer after delivery to the consumer.

MANUFACTURER'S DUTY TO REPAIR A VEHICLE

If a motor vehicle does not conform to all express warranties and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of the express warranties; a period of three years following the date of the motor vehicle's original delivery to a consumer; or the vehicle's first 18,000 miles of operation

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– whichever occurs earliest – then the manufacturer, its agent or authorized dealer must make 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, the three year period, or the first 18,000 miles.

MANUFACTURER’S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer, its agents or authorized dealers are unable to conform the vehicle to any applicable express warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must either replace or repurchase the motor vehicle. The consumer may reject any offered replacement and receive a repurchase instead.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Maine 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, within the express warranty term, during the period of three years following the date of the motor vehicle’s original delivery to a consumer, or during the vehicle’s first 18,000 miles of operation, whichever occurs earliest, any of the following occurs:

1. The same nonconformity has been subject to a repair attempt three or more times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist;
2. The same nonconformity has resulted in a serious failure of either the braking or steering systems in the vehicle and has been subject to a repair attempt one or more times by the manufacturer, its agents or authorized dealers; or
3. The motor vehicle is out of service by reason of a repair attempt by the manufacturer, its agents or authorized dealers of any defect, condition, or combination of defects for a cumulative total of 15 or more business days.

The term of an express warranty, and the one year, two year, and 15 day periods are extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

NOTICE AND FINAL REPAIR ATTEMPT

If the manufacturer or its agents are unable to conform the motor vehicle to the express warranties, the consumer must notify the manufacturer or authorized dealer in writing of the consumer’s desire for refund or replacement. This notice can be given after one repair attempt to a nonconformity resulting in a serious failure of the braking or steering systems.

The notice requirement does not apply unless the manufacturer has clearly and conspicuously disclosed, in the warranty or owner’s manual, that written notification of

the nonconformity is required before the consumer may be eligible for a refund or replacement.

The manufacturer has seven business days following receipt by the dealer or manufacturer of the written notice from the consumer to correct or repair any nonconformities. The final repair effort must be at a repair facility reasonably accessible to the consumer.

DISPUTE RESOLUTION

The provisions requiring refund or replacement do not apply unless the consumer has first resorted to the state-operated arbitration program or an informal dispute settlement procedure that complies with 16 C.F.R. Part 703. This prior resort requirement is satisfied 40 days after notification to the procedure or when the procedure's duties are completed, whichever occurs sooner.

TIME PERIOD FOR FILING CLAIMS

A claim must be filed within the earlier of (1) three years from the date of the vehicle's original delivery to the consumer, or (2) the term of the express warranties.

REMEDIES UNDER THE MAINE LEMON LAW

REPURCHASE OF OWNED VEHICLE

The Maine 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 purchase price of the motor vehicle, including any paid finance charges;
2. All collateral charges, including but not limited to sales tax, registration fees and similar government charges; and
3. Reasonable costs incurred by the consumer for towing and storage of the motor vehicle and for procuring alternative transportation while the vehicle could not be driven because it did not conform to any applicable express warranty;
4. Less a reasonable allowance for use of the motor vehicle.

Refunds must be made to the consumer and lienholder, if any, as their interests exist at the time the refund is to be made.

The reasonable allowance for use may not exceed the lesser of (1) one-third of the amount allowed per mile by the Internal Revenue Service for the use of a personal vehicle for business purposes, based on the mileage reported on the application for arbitration PLUS all mileage directly attributable to use by a consumer beyond 20,000 miles; or (2) 10% of the purchase price of the vehicle.

REPURCHASE OF LEASED VEHICLES

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

1. Lease payments made to date, including any paid finance charges;
2. All collateral charges, including but not limited to sales tax, license and registration fees and similar government charges; and
3. Reasonable costs incurred by the consumer for towing and storage of the motor vehicle and for procuring alternative transportation while the vehicle could not be driven because it did not conform to any applicable express warranty;
4. Less a reasonable allowance for use of the motor vehicle.

Refunds must be made to the lessor and lessee as their interests exist at the time the refund is to be made. The lessee's lease agreement with the lessor and all contractual obligations terminate upon a decision that the vehicle does not conform to the express warranty and the vehicle is returned. The lessee may not be liable to the manufacturer or lessor for any further costs or charges under the lease agreement. The lessor shall release the motor vehicle title to the manufacturer upon payment by the manufacturer under the lemon law.

The reasonable allowance for use may not exceed one-third of the amount allowed per mile by the Internal Revenue Service for the use of a personal vehicle for business purposes, or 10% of the purchase price of the vehicle, whichever is less.

REPLACEMENT

When replacing a vehicle under the Maine lemon law, the manufacturer must provide a comparable motor vehicle. The reasonable allowance for use does not apply to a replacement.

Any secured party must consent to the replacement of the security interest with a corresponding security interest on a replacement motor vehicle if the replacement motor vehicle is comparable in value to the original motor vehicle. If the security interest in the vehicle to be replaced is not able to be replaced with a corresponding security interest on a replacement motor vehicle, the consumer is entitled to a refund.