



BBB Hearing Site Coordinator, called Arb. Specialist to start hearing.

GM mailing address is:

Chevrolet
PO Box 33170
Detroit, MI 48232-5170



All parties attending remotely. (During the pandemic period, most claims are heard by phone call conference or Zoom meeting.)

Arbitrator: Steven Kempisty
Consumer: [REDACTED]
Also attending for the consumer:
Attending for GM: Arb. Specialist, Lori Baggett

All parties were sworn in.

All parties named above submit to arbitration the following:

- Vehicle has connecting rod failure and metal in the oil

The parties have come to agreement on the following: N/A.

Each party requests the arbitrator(s) render the following decision:

Consumer: Repurchase
Manufacturer: Denial

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following: N/A.

Hearing Information:

Hearing Date: 12/4/2025 Hearing Time: 10:00 AM Eastern Time

Hearing Administrator: Jeff Waring Phone: (716) 276-3748 Ext:

Hearing Admin Email: jeffrey@upstatenybbb.org

BBB of Upstate New York 100 Bryant Woods South

Amherst (716) 881-5222 [REDACTED]

Conference Information:

Meeting ID: 830 7549 4584

Meeting Passcode: 407606

Conference Call In Number: (646) 931-3860

Customer Opening Statements:

Customer stated:

GM OPENING STATEMENT:

Arb Specialist advised:

GM does certainly apologize that [REDACTED] is no longer satisfied with his 2023 Chevrolet Silverado. Obviously, we would really like him to be satisfied with his vehicle. However, as we have been unable to come to an agreement that would satisfy him with his vehicle, we are now all here today for this hearing. GM appreciates the opportunity to use the third-party arbitration process sponsored by the BBB Autoline to resolve this complaint for both parties involved.

The consumer leased this vehicle new on August 17, 2023 at Atlantic Chevrolet in Bay Shore, NY with 75 miles.

By providing the New Vehicle Limited Warranty for 36 months or 36,000, General Motors covers the cost of repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period.

This vehicle also came with a concurrent running 5 year or 60,000 mile Powertrain Warranty that covers the specific components of the engine, transmission, transaxle, or the transfer case, and the vehicle drive systems (axles and differential).

GM would like to address the concerns with the Repair History for Items listed on the Agreement To Arbitrate:

- July 29, 2025, Work Order 92802, Quality Chevrolet, 15,180 miles, VEHICLE STALLED WHILE DRIVING & DID NOT COME BACK ON. The dealership REPLACED UNDER HOOD FUSE BLOCK AND STARTER, RECHECKED, VEHICLE

NOW STARTS AND OPERATES AS DESIGNED. The vehicle was ready August 8, 2025. **11 days down.**

******PRESUMPTION PERIOD is 2 years or 18,000 miles******

- October 6, 2025, Work Order 95146, Quality Chevrolet, 15,770 miles, VEH MAKES NOISE AT START VEH SLUGGISH WHEN DRIVING. The dealership replaced the engine. The vehicle was ready November 14, 2025. **40 days down.**

Based on the repair history of the vehicle, we believe that there were no significant drivability or safety issues, due to the dealership has never deemed this vehicle unsafe or inoperable and no substantial loss of vehicle use. We believe there has been no significant loss of vehicle value, as we have fully repaired the vehicle under our warranty terms.

GM cannot guarantee [REDACTED] is never going to have any issues with his vehicle. No manufacturer can realistically make such a broad promise as that. What we can promise the consumer is that we will continue to uphold our written warranty on the vehicle and repair any non-conformity diagnosed at our repair facility.

GM has not denied any warranty coverage, as any repair that was required to be performed was covered by the warranty or as a goodwill gesture. [REDACTED] has experienced no out-of-pocket expense. The new vehicle warranty is designed to protect the customer by alleviating the financial burden of those new vehicle repairs and to restore customer's confidence.

Although it appears the consumer, [REDACTED] has lost confidence in his 2023 Chevrolet Silverado, that alone is not sufficient to warrant repurchase or replacement.

[REDACTED] currently has the vehicle available for its intended use. The dealer has been able to verify that the vehicle has been out of service for 11 days while in the Presumption Period.

According to the OnStar remote odometer reading taken December 2, 2025, the customer has been able to reach 16,892 miles on this vehicle.

GM is respectfully requesting a decision of denial.

*******QUESTION AND ANSWER PERIOD*******

Customer asked:

Arbitrator asked:

Arb. Specialist asked: How is the vehicle used? Personal use only or business use?

Customer stated:

GM CLOSING STATEMENT:

Based on the information presented here and the repair history of the vehicle, General Motors does not feel that a repurchase or replacement decision is appropriate.

General Motors would respectfully request that a denial decision be rendered, and that General Motors be given the opportunity to work under the terms of the warranty to correct any vehicle defect related to materials or workmanship that may arise.

GM wants to advise that this vehicle is still within the remaining warranty, and we will continue to honor the parameters of the written warranty terms.

GM is again respectfully requesting a decision of denial.

CUSTOMER CLOSING STATEMENT:

Customer stated:

*****End of Hearing*****