

November 20, 2025

Mr. David Marsh
Global Vice President of Customer Care & Aftersales
General Motors
300 Renaissance Center
Detroit, MI 48243

Dear Mr. Marsh,

My name is [REDACTED] I currently lease a 2023 Cadillac Escalade ESV, and recently submitted a case to GM (**Case Number:** [REDACTED]) for a **Lease Buyout** request + a payment reimbursement request for the month of October, as I had no access to my car during the month of October, due to my engine **Breakdown** issues on (3) different occasions within **1-Month**. I was turned down for my request.

I have enclosed the **Timeline** of my car issues during the month of October, which resulted in (3) breakdowns on the side of the road / highways.

October 2, 2025: While driving to Massachusetts for a hockey tournament, we were in a roadwork section of 84 East. They were resurfacing the road, so one lane was 1-inch higher than the other lane. When I switched lanes from high-to-low, the following notification appeared on my dashboard (**Service Stabilitrak**). 1-minute later my car began to shake, and then my steering wheel froze up on me. I pulled over to the side of the road and called Cadillac's roadside assistance. I then cancelled our hotel room in MA's and booked a new hotel room next door to the Blasius Chevrolet – Cadillac dealership in Waterbury, CT, which was the closest Cadillac dealership to where my car broke down. This way I could take my car to the dealership first thing the next morning.

October 3, 2025: I took my car to the Blasius Chevrolet – Cadillac dealership service department at 7:30am, and was greeted by their service manager, **Maria Monteleone**. After her service team looked over my car, they determined it was an engine lifter issue and that it would take up to 1-month to fix the problem.

October 9, 2025: I received a phone call from Maria Monteleone (Blasius). She said that my Cadillac had **"Passed"** their internal inspection, and that I could pick-up my car.

October 10, 2025: I drove up to Waterbury, CT (2 ½ hour drive) to the Blasius Dealership to pick-up my Cadillac. I picked-up my car, and 45-minutes later in route back home, my car engine completely shutdown on me on the Merritt Parkway in Stamford, CT. Again, I had to hire a tow service to come and pick-up my car. They took my car to the **"D'Addario"** Buick GMC Cadillac dealership in Shelton, CT, as that was the closest Cadillac dealership to where my car broke down. They accepted my car and said they would look at my car to determine what the issue was.

October 11, 2025: I called Maria Monteleone (Blasius) to let her know that my car broke down after she told me that her service team "**Passed It**" for inspection. (That's 2 engine related breakdowns in 1 week). Maria said, "I'd like to have your car transported back to Blasius in Waterbury, CT, so we can find out what we missed. I said, please proceed. After Maria and her service team looked at my Cadillac, she called me to inform me that my entire engine needed to be replaced, and that it would take up to 1-Month to complete, as they needed to order the engine. At this point, I haven't had my car since **October 2, 2025**.

October 29, 2025: I received a call from Maria Monteleone (Blasius) to inform me that my car was ready for pick-up, and that it "**Passed**" their service teams inspection.

October 31, 2025: I drove 2 ½ hours up to the Blasius Cadillac dealership in Waterbury, CT to pick-up my car. I picked-up my car at 10:15am and headed directly to my son's school in Upper Saddle River, NJ, as it was a 2 ½ hour drive. I picked-up my son at 12:20pm. 2-minutes in route home, my car broke down on East Saddle River Road for a "**3rd Time**" within one-month. The Upper Saddle River, NJ Police department had my car towed to the Mahwah, NJ Cadillac Dealership, as that's the dealership I leased my car through. They took possession of my car to see what the issue was.

November 1, 2025: I received a call from the Mahwah Cadillac dealership letting me know that my car was ready for pick-up. They said that the battery wasn't screwed into the car properly, which caused my cars engine to shut down.

I am very disappointed in GM for "**Turning Down**" my request for a lease buyout + reimbursement for my October 2025 car payment, as I didn't have my car for the entire month of October.

I am now in situation where my kids and I don't feel safe driving my Cadillac. We are a hockey family and travel to Canada frequently. It makes me very uncomfortable to know there's a possibility my car could breakdown a 4th time, while traveling up to Canada. My kid's safety comes first, and I find it unconscionable that GM would decline my requests. This is my "**4th Cadillac Escalade**" over the last **10-Years**. I have been an extremely loyal customer to the Cadillac – Mahwah, NJ dealership.

When I reviewed the "**New Jersey Lemon Laws**", I felt like my experience / engine issues are "**In-Line**" for a lease buyout + my October car payment reimbursement.

Mr. Marsh, I ask that you review my content here and to reconsider GM's response, as I believe I have a very solid case here.

All 3 Cadillac Dealerships that I dealt with told me they would provide me with whatever documents you needed to provide insight as to my overall experience in October 2025.

If you should have any questions, I can be contacted directly at [REDACTED] or [REDACTED]

Best regards,
[REDACTED]



Pickup Condition: 2/1/2025, Crawfordsville, IN [REDACTED]

Super Dispatch 

OTHER COMMENTS

Reset Oil Life Monitor

Reset Performed - NO

Window Washer Fluid Inspection

filled as needed - NO

Tire Pressures (Set to Manufacturer Specifications)

set psi to factory specifications - NOpsi

SUMMARY OF VISIT:

*Misc. Shop Supplies only apply to Approved recommendations

	Approved	Declined	Undecided
Pre-approved amount:	\$204.95	-	-
Recommended amount:	\$0.00	\$6,461.15	\$0.00
*Misc. Shop Supplies (maximum charge \$59.95):	\$24.59	-	-
Taxes:	\$15.21	\$428.05	\$0.00
Total:	\$244.75	\$6,889.20	\$0.00

Total Estimate: \$7,133.95

X

SIGNATURE

DATE

CUSTOMER #: [REDACTED]

Holman Cadillac

INVOICE

1200 Route 73 S., Mount Laurel, NJ 08054

Main: (856) 778-1000

Main Fax: (856) 840-1501

Service: (877) 762-9078

www.holmancadillac.com



BROOKHAVEN, PA [REDACTED]

PAGE 2

HOME:

CONT: [REDACTED]

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 3052399 JOHN MCGONIGLE

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	19	CADILLAC CT6					59236/59236		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
12SEP19 DD			WAIT 26JUN25			0.00	CASH	26JUN25	
R.O. OPENED		READY		OPTIONS: ENG:3.6 Liter					

08:17 26JUN25 10:39 26JUN25

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

D WASH VEHICLE

WASH WASH VEHICLE

3032903 IPS

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: (N/C) 0.00

59236 PERFORM STATED REPAIR FROM ABOVE

ESTIMATE: 244.75

26JUN25 08:17 SA: [REDACTED]

CONTACT:

ESTIMATE: 0.00

26JUN25 08:17 SA: [REDACTED]

CONTACT:

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER

24.59

Original Estimate (Parts & Labor)	Authorized/Requested Add'l Repairs	Approved By:	Date & Time	Telephone # Called	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
\$	\$					LABOR AMOUNT	204.95
						PARTS AMOUNT	0.00
						GAS, OIL, LUBE	0.00
						SUBLET AMOUNT	0.00
						*MISC. CHARGES	24.59
						TOTAL CHARGES	229.54
						LESS INSURANCE	0.00
						SALES TAX	15.21
						PLEASE PAY THIS AMOUNT	244.75

DATE CUSTOMER SIGNATURE

*SHOP SUPPLY COSTS: A charge equal to 12% of the total cost of labor with a minimum of \$9.95 not to exceed \$59.95, will be added to Repair Order for shop supplies used in connection with the repair. The state of New Jersey requires a \$1.50 fee to be collected for each new tire sold in the state (NJ Rev Stat 64:32F-1).

CUSTOMER #: [REDACTED]

Holman Cadillac

INVOICE

1200 Route 73 S., Mount Laurel, NJ 08054

Main: (856) 778-1000

Main Fax: (856) 840-1501

Service: (877) 762-9078

www.holmancadillac.com



BROOKHAVEN, PA [REDACTED]

PAGE 1

HOME:

CONT: [REDACTED].COM

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 3052399 JOHN MCGONIGLE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	19	CADILLAC CT6			59236/59236		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12SEP19 DD			WAIT 26JUN25		0.00	CASH	26JUN25
R.O. OPENED		READY	OPTIONS: ENG:3.6 Liter				

08:17 26JUN25 10:39 26JUN25

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

A MULTI POINT INSPECTION

CAUSE: mpi

MPI MULTI POINT INSPECTION

3032903 IMPI

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

59236 mpi 0.30 PERFORM STATED REPAIR FROM ABOVE

B CUSTOMER REQUESTS ELECTRICAL DIAGNOSIS, WITH INCLUDES A FULL OVERALL CHECK OF VEHICLE'S CONDITION, DTC CODES PRINT OUT AND PRICING ON REPAIR NEEDED. CUSTOMER STATES BOTH FRONT CAMERAS ARE CRACKED. CUSTOMER STATES PLEASE PROVIDE PRICE TO REPLACE BOTH FRONT CAMERAS. CUSTOMER STATES IT IS THE REGULAR CAMERA AND THE INFERED CAMERA. PLEASE CHECK AND ADVISE.

CAUSE: multiple concerns with image processing system

ELEC DIAG CUSTOMER REQUESTS ELECTRICAL DIAGNOSIS, WITH INCLUDES A FULL OVERALL CHECK OF VEHICLE'S CONDITION, DTC CODES PRINT OUT AND PRICING ON REPAIR NEEDED

3032903 CPC

204.95 204.95

PARTS: 0.00 LABOR: 204.95 OTHER: 0.00 TOTAL LINE B: 204.95

59236 multiple concerns with image processing system 1.50 scan vehicle for cause of concern- vehicle may have more than one fault including incorrect parts installed- disassembly is required for infared camera- on the frt image camera, that can be repaired by replacing the frt grille image camera

C CUSTOMER STATES WILL RESCHEDULE FOR RECALLS AT A LATER DATE DUE TO TIME RESTRAINTS

MISC MISC

3032903 IPS

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

59236 PERFORM STATED REPAIR FROM ABOVE

Original Estimate (Parts & Labor)	Authorized/Requested Add'l Repairs	Approved By:	Date & Time	Telephone # Called	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	DESCRIPTION	TOTALS
\$	\$					LABOR AMOUNT	
						PARTS AMOUNT	
						GAS, OIL, LUBE	
						SUBLET AMOUNT	
						*MISC. CHARGES	
						TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON-MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY BY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY INSPECTION.

DATE

CUSTOMER SIGNATURE

*SHOP SUPPLY COSTS: A charge equal to 12% of the total cost of labor with a minimum of \$9.85 not to exceed \$59.85, will be added to Repair Order for shop supplies used in connection with the repair. The State of New Jersey requires a \$1.50 fee to be collected for each new tire sold in the state (NJ Rev Stat 54:32F-1).

Dealer CAR 2014 CDK Global, LLC (1/1/17) SERVICE INVOICE TYPE 2 - 2512C - "AS-IS" - NJ - 9698047.C

CUSTOMER COPY

Holman Cadillac Svc
1200 Route 73 South
Mount Laurel New Jersey 08054
856-394-5534

Customer information

Street: [REDACTED]
Zip Code: [REDACTED]
[REDACTED]

Transaction information

MOTO

Date: 6/26/2025, 11:01:44 AM
Amount: \$244.75
Card Number: [REDACTED]
Merchant ID: [REDACTED]
Terminal ID: [REDACTED]
Auth Code: [REDACTED]
Auth Mode: Issuer
Processed as: AMEX
Reference No: [REDACTED]
Trace No: [REDACTED]
Invoice No: [REDACTED]

Response Msg: Approved
Entry Method: Manual
Match AVS: Match Y
Match CVV: Match M
Match ZIP: Match Y
Client ID: [REDACTED]

User ID: [REDACTED]_dms

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).

Subject: Camera replacement for 2019 CT6

Dear Christi Hubler,

I hope this letter finds you well. I am writing to inform you that I recently completed a diagnostic repair at Holman Cadillac for the cameras in my 2019 Cadillac CT6 (VIN [REDACTED]). The total cost incurred was \$7133.95. The Holman Cadillac Service Advisor, John McGonigle contacted the warranty company CareGuard and was informed that they will NOT cover this repair. I was led to believe that the CareGuard extended warranty would cover everything except wear and tear items such as brakes, tires, and windshield wipers.

Additionally, I wish to emphasize that our expectation of this coverage stemmed directly from your marketing materials for the extended warranty when I purchased the CareGuard extended warranty for this from Hubler Chevrolet. This assurance appears inconsistent from what I was told by Holman Cadillac when they sought payment for the repairs of the cameras.

I kindly request a detailed response regarding how your Hubler Chevrolet intends to resolve this issue. The terms outlined in the Holman Cadillac PDF indicate they expect customers to either bear deductibles or cover repairs themselves, which were not covered by extended warranty. Given these discrepancies and false pretenses during purchase:

Will you rectify this by offering a resolution that accounts for the repair costs?

Or will your company continue to enforce policies requiring customer payment despite prior assurances?

However, I feel it is only right and just that your extended warranty policy aligns with its representation at the time of purchase as relayed by your sales manager Brittney Archer. I look forward to hearing from you about this matter promptly and transparently.

Thank you for taking the time to read and address my concerns. I trust that you will prioritize customer satisfaction over inconsistency in sales practices, especially when it comes to unexpected repair costs under warranty terms like those I encountered.

Sincerely,

A solid black rectangular box used to redact the signature of the sender.

HILL CADILLAC

3964 WEST CHESTER PIKE
NEWTOWN SQUARE, PA 19073

Ph: 610-356-4900

Fx: 610-356-7053

www.hillcadillac.com



Cadillac

CUSTOMER NO. [REDACTED]	UNIFORM [REDACTED]	TAG NO. [REDACTED]	INVOICE # 28/25
[REDACTED]	LABOR \$ 0.00	LICENSE NO. [REDACTED]	STOCK NO. [REDACTED]
[REDACTED]	TEST/CAID INCLAC/CT6 SEDAN/4DR SDN PREM	MILEAGE 54,213	DELIVERY DATE [REDACTED]
[REDACTED]	[REDACTED]	DELIVERY MILES [REDACTED]	SELLING DEALER NO. [REDACTED]
[REDACTED]	F.T.E. NO. [REDACTED]	P.O. NO. [REDACTED]	R.O. # [REDACTED]
[REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS [REDACTED]	MO: [REDACTED]

TOTALS

* [] CASH [] CHECK NUMBER *

* [] VISA [] M/C [] AMEX [] DISC *

* [] DATE [] PRINT NAME *

* [] TIME *

TOTAL LABOR.... 210.00

TOTAL PARTS.... 0.00

TOTAL SUBLET.... 0.00

TOTAL G.O.C.... 0.00

TOTAL MISC CHG. 3.75

TOTAL MISC DISC 0.00

TOTAL TAX..... 12.60

TOTAL INVOICE \$ 226.35

VISIT US ON FACEBOOK AND TWITTER//search Hill Cadillac!

If for any reason you are not COMPLETELY SATISFIED,
please give me a call Timothy Hilsey 610-356-4900
Thank You for selecting Hill Cadillac.

CUSTOMER SIGNATURE

[Handwritten Signature]

SERVICE DEPARTMENT HOURS:
MONDAY - FRIDAY
7:30 A.M. - 6:00 P.M.

IMPORTANT

YOU MAY RECEIVE A
QUESTIONNAIRE FROM GENERAL
MOTORS IN THE NEXT FEW DAYS
IF FOR ANY REASON YOU CANNOT
GRADE US COMPLETELY SATISFIED
PLEASE CONTACT OUR
SERVICE MANAGER
THANK YOU
TIM HILSEY
(610) 356-4900

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN REPAIRING THE
REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000
MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WAR-
RANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENT, ELECTRICAL WIRING
AND SHORTS, AND FUEL SYSTEMS. THIS WARRANTY IS VOID IF THE VEHICLE
WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT
TRANSFERABLE TO ANY OTHER PERSON.

THE PARTS ARE SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS
PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURERS. THE
SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER
EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER
ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY
LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS AND/OR SERVICE.
BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY
CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF
USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL
DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR
DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT
LIABILITY", NEGLIGENCE OR OTHERWISE.

HILL CADILLAC

- For your New & Used Car needs
- Parts accessories, & Factory
- Authorized Service.

*Thank You.
We appreciate
your business!*

HILL CADILLAC

Ph: 610-356-4900

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Cadillac

CUSTOMER NO.	APR 27 2032 TAG NO.	INVOICE DATE 04/28/25
LICENSE NO.	MILEAGE 54,213	COLOR
STOCK NO.	DELIVERY DATE	DELIVERY MILES
SELLING DEALER NO.	R.O. 04/28/25	MO:
BUSINESS PHONE	COMMENTS	

LABOR & PARTS	
J# 1 01CZ05S10 GM 05S MISC	HOURS: TECH(S):613
Rear video camera not working. Camera card will not insert FOUND REAR CAMERA WORKING NO ACTION NEEDED	
JOB # 1 TOTAL LABOR & PARTS 0.00	
J# 2 17CDZ FRAME	HOURS: TECH(S):613
CHECK FRAME FOR STRUCTURAL DAMAGE DUE TO REAR END ACCIDENT INSPECTED FOR STRUCTURAL DAMAGE- NO PROBLEM FOUND NO ACTION NEEDED	
JOB # 2 TOTAL LABOR & PARTS 0.00	
J# 3 40CDZ ACCESSORIES	HOURS: 1.00 TECH(S):613
CUSTOMER STATES WHEN ASKED DO YOU WANT NIGHT VISION, AND YOU SELECT YES, IT DOES NOT SEEM TO WORK. NIGHT VISION CAMERA LENSE BROKEN. FRONT CAMERA CRACKED. NEEDS NIGHT VISION CAMERA & FRONT CAMERA AND PERFORM CAMERA LEARN	
ESTIMATED AT \$4300 + TAX. - NO ACTION TAKEN	
JOB # 3 TOTAL LABOR & PARTS 210.00	

MISC	CODE	DESCRIPTION	CONTROL NO.
JOB # A	EVI	ENVIRO	1.25
JOB # A	68D	DA DATA & ARCHIVE FEE	2.50
TOTAL - MISC			3.75

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
COMMENTS-----
E: ,A:WAIT AT DEALER

SERVICE DEPARTMENT HOURS:
MONDAY - FRIDAY
7:30 A.M. - 6:00 P.M.

IMPORTANT

YOU MAY RECEIVE A
QUESTIONNAIRE FROM GENERAL
MOTORS IN THE NEXT FEW DAYS
IF FOR ANY REASON YOU CANNOT
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PLEASE CONTACT OUR
SERVICE MANAGER
THANK YOU
TIM HILSEY
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MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WAR-
RANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENT, ELECTRICAL WORK
AND SAFETY, AND FUEL SYSTEMS WHEN DUE TO CONTAMINATION. THIS LIMITED
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SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OTHER
EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER
ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY
LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS AND/OR SERVICE.
BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY
CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF
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• For your New & Used Car needs
Parts accessories, & Factory
Authorized Service.

Thank You.
We appreciate
your business!

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Ph: 610-356-4900
Fx: 610-356-7053
www.hillcadillac.com



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

BUREAU OF CONSUMER PROTECTION
Harrisburg Office
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
(717) 787-9707
July 31, 2025

[REDACTED]
[REDACTED]
Brookhaven, PA [REDACTED]

Re: Christi Hubler Chevrolet
[REDACTED]

Dear Mr. [REDACTED]:

The Bureau of Consumer Protection attempted to resolve your complaint against Christi Hubler Chevrolet through a voluntary mediation process. Despite our efforts, we have not been able to resolve this matter to your satisfaction and have reached an impasse between you and Christi Hubler Chevrolet.

As you may know, participation in the Bureau's mediation process is voluntary for both sides, and we cannot compel a business to agree to a solution. As a result, we will take no further action on your complaint at this time. However, we want to inform you of other options that may be available to you, should you decide to pursue this matter. Please refer to Questions 8 and 9 in the FAQ section on our website at [REDACTED]

[REDACTED] [FAQs.pdf](#)
for more information about the mediation process and your options in pursuing the matter further. As we state in the FAQs, you are free to pursue a lawsuit privately. Some lawsuits must be filed within a certain time, and you should consult with an attorney if you have any questions.

We understand the frustration of trying to seek justice, and that this was not the result you were hoping for. We want you to know that we sincerely appreciate hearing and learning about your experience with this business, as it is information from people like you that help us do our job to protect consumers. A copy of your complaint will remain on file for future reference and for possible use in an investigation or enforcement action we may bring to protect the public interest of the Commonwealth of Pennsylvania.

On behalf of the Office of Attorney General, thank you for taking the time to bring this matter to our attention.

Very truly yours,

Cara L. Bradley
Consumer Protection Agent

JUNE 16, 2025

RE: [REDACTED]

Dear Bureau of Consumer Protection Pennsylvania,

Mr. [REDACTED] began communication with us about a 2019 Cadillac CT6 that we had in inventory. I have included this communication for reference to ensure all vehicle inquiry information is included in this communication. I have also included a photograph of this initial vehicle listing in question.

I want to start off by saying that we do a lot of online transactions these days and are used to being able to give the customer all the info they need to make a decision. We don't hide details of the vehicle, nor would we. The first photo shows one of the imperfections that Mr. [REDACTED] complained about on the driver side mirror. It was clearly displayed on the vehicle and is something that some customers may not care about and others might. However, it was clearly displayed. The CT6 was a used vehicle (6+ years old) with no warranty provided by the dealership, sold "AS IS."

We do a standard reconditioning inspection of our vehicles and that was also done on this vehicle. Traditionally for a vehicle of this age and mileage, we would do a standard powertrain inspection and safety inspection. We completed the necessary work to make it safe, drive-able, and reliable.

When Mr. [REDACTED] emailed me stating he was unhappy about his purchase and the post-sale findings, I researched the transaction. I found that he definitely had a lot of back and forth communication with my team. He wanted to get the best deal possible and knew a lot about our used vehicle, which is great! He knew he was going to ship the vehicle and did not have any intention of coming to the dealership himself.

I want to make it clear that this is NOT a problem for us in the least. We do this frequently and have had very few if any issues ever. However, a consumer does leave themselves liable for anything they might not have known about the condition of the car when they purchase it, by not seeing/driving it in person first. Often times, we will have customers request more up close pictures or a walk around video, etc. We are more than happy to comply with any requests to ensure ease of purchase. However, to my knowledge there were not any requests outside of what was seen in the back and forth communication.

When I received this email from [REDACTED], our GSM was in the hospital. I took me a little time to reply and understand what he was asking about. The reason is, "super cruise" is an added function that is only active with an onstar subscription. That was communicated within our documentation as well, showing that he asked about it and we replied that the Onstar had to be active for it to function.

When the vehicle was taken to his local Cadillac dealership, I expected to see a breakdown of what the dealership saw as necessary parts and components needing replaced. That is how all of us dealers get approval for repairs. A "broken camera" is what it says with an approximate price and I have nothing else to go off of here. I reminded him that he does have an extended warranty and if I knew what parts he is having issues with, I could verify that those parts are covered. I am nearly certain they would be. However, I cannot assist or offer "goodwill" if I do not know the real total (consisting of part numbers and labor times). A number was thrown out that is needed to "repair" the vehicle from the dealership with no backup info.

In conclusion, this "as is" vehicle does not require dealer assistance. The used vehicle was not perfect but in great shape for a 6-year-old vehicle! It was not misrepresented when the known powertrain and safety items (seatbelts, brakes, tires, lights, etc) were inspected and replaced if necessary. Known issues on the vehicle were satisfied before the sale. If it were sold and inspected in person and found to have had a feature not functioning properly, we would have worked with the customer to have discounted the vehicle or to possibly fix it for an agreed upon selling price.

Seeing that this was a remote transaction, risks do come along with that, and most consumers acknowledge and are aware of that. While we can try to overcome all the possible risks of not SEEING and driving a car before hand, it is still a more risky transaction for the consumer. [REDACTED] did continue to purchase in a way that was more convenient for him, and that is fine also. However, that leads us here. I am more than happy to offer the following options...

1. Bring the vehicle back to the Cadillac dealership and have them give you a breakdown of the part numbers and labor time they foresee that it would take to complete the repair. Once I see that, I am able to assist on my end with a dollar figure out of our own "goodwill" to assist with the repair of this used vehicle. Part of the repair would be on the customer's end as well.
2. Bring the vehicle to a DIFFERENT GM dealership and have them process the repair as an extended warranty claim. There should be no reason they should decline it unless they just don't "feel" like working with an unknown extended warranty company (we do this all the time to earn more business from customers). Our

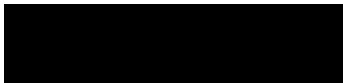
warranty is good nationwide. This offering should have a \$200 deductible that I would be glad to pay.

3. Have the customer bring the vehicle to us (or transport it) and we can diagnose the repairs that the other dealer is claiming to have found. We know our warranty company and process repairs daily so their claim/approval will not be an issue.

Please let me know how you would like to proceed. We do not sell new Cadillacs but are a fully certified GM dealer. There are times when a feature is found to not function on a used vehicle after a sale. There is no standard of how to reconcile this finding as every situation is different. As a standard, a used vehicle is not in perfect condition. With all the technologies of all sorts of vehicles these days, a simple windshield replacement can make certain functions of cameras and technologies no longer active. We don't always know how a previous customer treated their vehicle, and we don't have any way to test every single option on every used vehicle that we inspect. Please let me know which option you would like to choose from above, and we can assist however necessary.

Sincerely,

Christi Hubler



Christi Hubler Chevrolet
1705 Lafayette Rd.
Crawfordsville, IN 47933

CAREGARD

WARRANTY SERVICES, INC.

PREOWNED

INQUIRIES

CLAIMS: 888-565-2580

ALL OTHERS: 800-856-0990

DEALER NUMBER	AGENT CODE	YEAR	MAKE	MODEL
[REDACTED]	SCSI	2019	Cadillac	CT6

Contract is **VALID ONLY** with one (1) Coverage box marked and one (1) Term box marked. **SEE BELOW**

CONTRACT HOLDER (You, Your):

CONTRACT HOLDER ADDRESS: phone:

[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
BROOKHAVEN, PA [REDACTED]

This is your **CUSTOMER CONTRACT NUMBER**. Please use this number in any phone or written communication.

CONTRACT PURCHASE DATE*

17 DIGIT VIN NUMBER

CONTRACT EXPIRATION DATE*

ODOMETER MILEAGE AT CONTRACT PURCHASE DATE*	VEHICLE PURCHASE PRICE	CUSTOMER CHARGE	DEDUCTIBLE PLAN IS PER VISIT	DEDUCTIBLE (select one)
53009	\$31,870.00	\$4,650.00		☒ \$100 ☐ \$200

This Contract May Be Purchased Only On The Same Date As The Vehicle Purchase.

***Vehicle plan expiration is measured from the Contract Purchase Date and Odometer Mileage at Contract Purchase Date.**

SURCHARGES

- | | |
|---|---|
| ☐ LEVEL ONE VEHICLE | ☐ TURBO/SUPERCHARGER |
| ☐ LEVEL TWO VEHICLE | ☐ DIESEL/TURBO |
| ☒ LEVEL THREE VEHICLE | ☒ EMISSIONS |
| ☐ LEVEL FOUR VEHICLE | ☒ 4WD/AWD |
| | ☐ LUXURY |
| | ☒ SEALS & GASKETS |
| | ☐ COMMERCIAL |
| | ☐ LIFT KIT/OVERSIZED TIRE |

DEALER/LESSOR CHRISTI HUBLER CHEVROLET

DEALER PHONE NUMBER: (800)462-6537

ADDRESS 1705 LAFAYETTE ROAD, CRAWFORDSVILLE, IN 47933

AUTHORIZED DEALER SIGNATURE

PRODUCER NUMBER

LIENHOLDER: (Needed only when VSC is financed)

JPMORGAN CHASE BANK, N.A.
700 KANSAS LANE LA4-4041
MONROE, LA 71203-0000

If this Vehicle Service Contract has been financed, the lienholder shall be entitled to any refunds resulting from the cancellation of this Vehicle Service Contract for whatever reason. This would include cancellation for non-payment, repossession of the vehicle, or total loss of the vehicle.

CONTRACT HOLDER SIGNATURE

Signed by:

DATE 01/25/2025

E3E7475A4A96430...

REGISTRATION PAGE

The definition of "We, Us, Our and Administrator" used frequently throughout the Vehicle Service Contract is defined as CareGard Warranty Services, Inc. CareGard Warranty Services, Inc. is the Administrator/Obligor and Provider of this program. Our address is PO Box 653 Bedford, Texas 76095. Our Texas TDLR # is 258. Our obligations under the Vehicle Service Contract is insured by a policy issued by WESCO Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038. If a covered claim is not paid within sixty (60) days, after proof of loss has been filed, You may file a claim directly with the Insurance Company. Please call 1-866-505-4048 for instructions. If this Vehicle Service Contract has been financed, the Lienholder shall be entitled to any refunds resulting from the cancellation of this Vehicle Service Contract for whatever reason. This would include cancellation for non-payment, repossession of the vehicle, or total loss of the vehicle.

PURCHASE OF THIS VEHICLE SERVICE CONTRACT IS NOT REQUIRED IN ORDER TO PURCHASE OR FINANCE A MOTOR VEHICLE.
PLEASE NOTE THAT THIS IS A SERVICE CONTRACT, NOT AN INSURANCE POLICY

Check Coverage

- ☐ Powertrain Protector (PTD51)
- ☐ Select (CGD51)
- ☐ Select Plus (CGDP51)
- ☐ Deluxe (CGDD51)
- ☒ Complete (UTD51)

Contract is not valid unless box is marked.

Check Term

- | | |
|---|--|
| ☐ 3 months / 3,000 miles | ☐ 36 months / 36,000 miles |
| ☐ 6 months / 6,000 miles | ☐ 36 months / 45,000 miles |
| ☐ 12 months / 12,000 miles | ☒ 48 months / 48,000 miles |
| ☐ 24 months / 24,000 miles | ☐ 48 months / 60,000 miles |
| | ☐ 60 months / 50,000 miles |

Contract is not valid unless one box is marked.

VEHICLE SERVICE CONTRACT

IMPORTANT INFORMATION YOU NEED TO KNOW

CUSTOMER SUPPORT NUMBER - Please see the box labeled "Customer Contract Number" on the **Registration Page**. This is Your **CUSTOMER SUPPORT NUMBER**. Please refer to this number in any written or verbal communication, such as requesting information or filing a claim. This Vehicle Service Contract contains a binding Arbitration provision that requires the submission of any disputed claim to an Arbitration panel.

THINGS TO DO NOW

Please compare the **PLAN CODE** in the "Check Coverage" box on the **Registration Page**, which is found in parenthesis following the **Coverage You** selected, with the **PLAN CODE** and corresponding **Coverage Item** listed under the **Schedule of Coverages**. Check Your **DEDUCTIBLE** - Please check the box labeled **DEDUCTIBLE** on Your **Registration Page**. A number should be written in the box which identifies the portion of the covered repair You will be required to pay if You have a claim. Check Your **Surcharges** - Please check the box labeled **SURCHARGES** on Your **Registration Page**. If the appropriate box is not checked, contact Your Selling Dealer immediately. Your Contract is invalid unless applicable surcharge(s) is paid and marked on Your **Registration Page**. If You chose the optional **Seals and Gaskets Coverage** at the time of sale, the applicable box must be marked on Your **Registration Page** and the surcharge must be paid. *SEE **BENEFITS SECTION**.

THINGS YOU MUST DO THROUGHOUT THE TERM OF YOUR CONTRACT

Properly Maintain Your Vehicle and KEEP THE RECEIPTS - This Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer's specifications. Keep copies of all receipts (oil changes, lubrication), as proof of maintenance may be required when You file a claim. SEE #7 under **PROVISIONS OF THIS VEHICLE SERVICE CONTRACT FOR SPECIFIC MAINTENANCE REQUIREMENTS**. Obtain approval **PRIOR** to having work performed that may be covered by this Contract. If You believe the failure may be covered by this Contract, call CareGard Warranty Services, Inc. personally or instruct the repair facility performing the work to call to register the claim **BEFORE THE WORK IS PERFORMED**. SEE **PAGE 7 FOR CONTRACT HOLDER'S GUIDE TO FILING A CLAIM**.

DEFINITIONS

You, Your - Means the **Contract Holder** shown on the **Registration Page** or the person to whom this Contract was properly transferred. **We, Us, Our** - Means the entity who is obligated to perform under this Contract, as shown on the **Registration Page**. **Administrator/Provider** - Means the **Administrator** as shown on the **Registration Page**. **Contract** - Means this Vehicle Service Contract, which You have purchased from Us to protect Your Vehicle.

Registration Page - Means the numbered document which must be attached to and forms part of this Contract. It lists information regarding You, Your Vehicle, Coverage selected, and other vital information.

Schedule of Coverages - Lists the Coverages provided to You for Your Vehicle under this Contract.

Coverage - Means the protection You have selected, as shown on the **Registration Page**.

Your Vehicle - Means the vehicle which is described on the **Registration Page**.

Deductible - Means the **Deductible** type and amount You are required to pay, as shown on the **Registration Page**, for covered **Breakdowns**. Once a part is repaired or replaced under the terms of this Contract, there will be no **Deductible** for future repairs to that part. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

Breakdown - Means the failure of a covered part under normal service. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Commercial Use - Means vehicles used for Farming or Ranching, Route Work, Job-Site Activities, Service or Repair Work, Delivery of goods and Snow Removal (Vehicle must be equipped with factory installed or factory authorized snowplow package), Uber/Lyft. Usage must not exceed manufacturer's ratings and/or limitations.

Preferred Repair Facility - Means a Repair Facility that has been selected and assigned by the **Administrator** to provide quality service to the Contract holder.

PROVISIONS OF THIS VEHICLE SERVICE CONTRACT

This Contract is between Us and You, and is subjected to all the terms and conditions herein.

1. CONTRACT

PERIOD Coverage under this Contract begins on the **Contract Purchase Date** and Plan expiration is measured in time/mileage from the **Contract Purchase Date** and **Odometer Mileage** (at **Contract purchase Date**).

2. COVERAGE

The Coverage afforded You for Your Vehicle is determined by the **Plan Code** shown on the **Registration Page** and more fully described in this Contract. Please see **Schedule of Coverages** of this Contract.

3. BREAKDOWN OF COVERED PARTS

We will pay or reimburse You for reasonable costs to repair or replace any **Breakdown** of a part listed in the **Schedule of Coverages**. Replacement parts may be new, remanufactured, or replacement parts of like kind and quality.

4. DEDUCTIBLE

In the event of a **Breakdown** covered by this Contract, You may be required to pay a **Deductible**. No **Deductible** payment is required with respect to **Towing/Road Service, Rental, Trip Interruption, Lost Key/Lockout or Road Hazard Tire Coverages**, if they are provided by this Contract. The **Deductible** amount will be applied on a Per Repair Visit basis. Should a covered **Breakdown** take more than one visit to repair, only one **Deductible** will apply for that **Breakdown**.

5. TERRITORY

This Contract applies only to **Breakdowns** that occur and repairs made within the **United States of America and Canada**.

6. LIMITS OF LIABILITY

a. **Per Claim Limit** - Our liability for any (1) one Claim shall in no event exceed the **ACV** of the vehicle immediately prior to the time of loss and is reduced by an applicable deductible.

b. **Aggregate** - Our total liability for all claims and benefits, paid or payable, while this Contract is in force, shall not exceed the original purchase price of the vehicle.

7. MAINTENANCE REQUIREMENTS

a. You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations, as outlined in the Owner's Manual for Your Vehicle. NOTE: Your Owner's Manual lists different servicing recommendations based on Your individual driving habits and climate conditions; You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer's recommendations that apply to Your specific conditions may result in the denial of Coverage. If an Owner's Manual is not provided, You can contact the dealer or Administrator and the servicing recommendations will be provided to You.

b. It is required that verifiable receipts be retained for the service work. Maintenance and/or service work receipts may be requested by the Administrator.

8. TRANSFER OF YOUR VEHICLE SERVICE CONTRACT

a. Your Contract may be transferable to someone to whom You sell or otherwise transfer Your Vehicle while this Contract is still in force. This Contract cannot be transferred if the title transfer of Your Vehicle passes through an entity other than the subsequent buyer, or Your Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. This Contract can only be transferred once, and the transfer must be initiated by the original Contract Holder.

b. To transfer, the following must be submitted to the Administrator within thirty (30) days of the change of ownership to a subsequent individual purchaser:- A completed transfer form; with- Name and Address of new owner, date of sale to new owner, current mileage; and-\$50.00 Transfer Fee made payable to the Administrator.

c. Any remaining manufacturer's warranty must also be transferred at the same time as vehicle ownership transfer. Copies of all maintenance records showing actual oil changes and manufacturer's maintenance must be given to the new owner. These maintenance records must be retained along with similar documentation for future maintenance work which the new owner has performed in accordance with the Maintenance Requirements of this Contract. If necessary, these documents will be verified by the Administrator.

9. OUR RIGHT TO RECOVER PAYMENT

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

EXCLUSIONS

THIS VEHICLE SERVICE CONTRACT PROVIDES NO COVERAGE OR BENEFITS:

- A. FOR ANY OF THE FOLLOWING PARTS: CARBURETOR, BATTERY, STANDARD TRANSMISSION CLUTCH ASSEMBLY, FRICTION CLUTCH DISC AND PRESSURE PLATE, THROW OUT BEARING, MANUAL CLUTCH LINKAGES, DISTRIBUTOR CAP AND ROTOR, SAFETY RESTRAINT SYSTEMS (INCLUDING AIR BAGS), GLASS, LENSES, SEALED BEAMS, LIGHT BULBS, LIGHTS/LED'S FUSES, CIRCUIT BREAKERS, CELLULAR PHONES, VIDEO DEVICES, ELECTRONIC TRANSMITTING/RECEIVING DEVICES (UNLESS APPROPRIATE SURCHARGE IS MARKED ON THE REGISTRATION PAGE), BRAKE ROTORS AND DRUMS, ALL EXHAUST COMPONENTS, WEATHER STRIPS, TRIM, MOLDINGS, CUP HOLDERS, BRIGHT METAL, CHROME, UPHOLSTERY AND CARPET, PAINT, OUTSIDE ORNAMENTATION, BUMPERS, BODY SHEET METAL AND PANELS, FRAME AND STRUCTURAL BODY PARTS, VINYL AND CONVERTIBLE TOPS, TIRES (EXCEPT AS MAY OTHERWISE BE PROVIDED UNDER THE SCHEDULE OF COVERAGES), AND WHEEL/RIMS. EXTERNAL NUTS, BOLTS AND FASTENERS ARE NOT COVERED UNLESS SPECIFICALLY LISTED IN THE SCHEDULE OF COVERAGES (EXCEPT WHERE REQUIRED IN CONJUNCTION WITH A COVERED REPAIR). FRESH/HEATED AIR INDUCTION SYSTEM, POSITIVE CRANKCASE VENTILATION (PCV) SYSTEM, AIR INJECTION REACTION (AIR) SYSTEM, EARLY FUEL EVAPORATION (EFE) SYSTEM, EXHAUST GAS RECIRCULATION (EGR) SYSTEM (UNLESS APPROPRIATE SURCHARGE IS MARKED ON THE REGISTRATION PAGE), PRIMARY AND SECONDARY CATALYTIC CONVERTERS.
- B. FOR MAINTENANCE SERVICES AND PARTS DESCRIBED IN YOUR VEHICLE'S OWNER'S MANUAL AS SUPPLIED BY THE MANUFACTURER AND OTHER NORMAL MAINTENANCE SERVICES AND PARTS WHICH INCLUDE, BUT ARE NOT LIMITED TO: ALIGNMENTS, ADJUSTMENTS, WHEEL BALANCING, TUNE-UPS, SPARK PLUGS, SPARK PLUG WIRES, GLOW PLUGS, HOSES (EXCEPT STEERING AND AIR CONDITIONING), DRIVE BELTS, BRAKE PADS, BRAKE LININGS/SHOES, AND WIPER BLADES. FILTERS, LUBRICANTS, COOLANTS, FLUIDS AND REFRIGERANTS WILL BE COVERED ONLY IF REPLACEMENT IS REQUIRED IN CONNECTION WITH A BREAKDOWN.
- C. FOR ANY DAMAGE AND/OR BREAKDOWN RESULTING FROM COLLISION, ROAD HAZARD, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, FREEZING, RUST OR CORROSION, WINDSTORM, HAIL, WATER OR FLOOD, ACTS OF GOD, SALT, ENVIRONMENTAL DAMAGE, CHEMICALS, CONTAMINATION OF FLUIDS, FUELS, FUELS CONTAINING MORE THAN 10% ETHANOL, COOLANTS OR LUBRICANTS.
- D. FOR ANY BREAKDOWN CAUSED BY MISUSE, ABUSE, NEGLIGENCE, LACK OF NORMAL MAINTENANCE REQUIRED BY THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR YOUR VEHICLE, OR IMPROPER SERVICING OR REPAIRS SUBSEQUENT TO PURCHASE. FOR ANY BREAKDOWN CAUSED BY SLUDGE BUILD-UP RESULTING FROM YOUR FAILURE TO PERFORM RECOMMENDED MAINTENANCE SERVICES, OR THE FAILURE TO MAINTAIN PROPER LEVELS OF LUBRICANTS AND/OR COOLANTS, OR FAILURE TO PROTECT YOUR VEHICLE FROM FURTHER DAMAGE WHEN BREAKDOWN HAS OCCURRED.
- E. FOR ANY REPAIR OR REPLACEMENT OF ANY COVERED PART IF A BREAKDOWN HAS NOT OCCURRED OR IF THE WEAR AND TEAR ON THAT PART HAS NOT EXCEEDED THE FIELD TOLERANCES ALLOWED BY THE MANUFACTURER, OR FOR ANY PART THAT A REPAIR FACILITY OR MANUFACTURER RECOMMENDS OR REQUIRES THAT IT BE REPLACED OR REPAIRED OR IS AN UPDATE AND IS NOT A BREAKDOWN IS YOUR RESPONSIBILITY AND EXPENSE.
- F. IF ANY ALTERATIONS HAVE BEEN MADE TO YOUR VEHICLE OR YOU ARE USING OR HAVE USED YOUR VEHICLE IN A MANNER NOT RECOMMENDED BY THE MANUFACTURER, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF ANY CUSTOM OR ADD-ON PART, ALL FRAME OR SUSPENSION MODIFICATIONS, LIFT KITS, OVERSIZED/UNDERSIZED TIRES (UNLESS APPROPRIATE SURCHARGE IS MARKED ON THE REGISTRATION PAGE), TRAILER HITCHES, EMISSIONS AND/OR EXHAUST SYSTEMS MODIFICATIONS, ENGINE MODIFICATIONS, TRANSMISSION MODIFICATIONS, AND/OR DRIVE AXLE MODIFICATIONS, ELECTRONICS OR PERFORMANCE MODIFICATIONS.
- G. IF YOUR ODOMETER HAS CEASED TO OPERATE AND ODOMETER REPAIRS HAVE NOT BEEN MADE IMMEDIATELY, OR THE ODOMETER HAS BEEN ALTERED IN ANY WAY SUBSEQUENT TO PURCHASE, OR IF YOUR VEHICLE HAS EVER BEEN A TOTAL LOSS, SALVAGED OR REBUILT.
- H. FOR ANY LIABILITY FOR PROPERTY DAMAGE, OR FOR INJURY TO OR DEATH OF ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF YOUR VEHICLE DESCRIBED IN THIS CONTRACT, WHETHER OR NOT RELATED

- TO THE EXTENT POSSIBLE, WE EXCLUDE FROM LOSS OF USE, LOSS OF PROFIT, INCONVENIENCE, OR ANY OTHER LOSS INCLUDING ANY CONSEQUENTIAL DAMAGE TO A NON-COVERED PART (EXCEPT AS MAY OTHERWISE BE PROVIDED UNDER THE SCHEDULE OF COVERAGES) THAT RESULTS FROM A BREAKDOWN.
- I. WHEN THE RESPONSIBILITY FOR THE REPAIR IS COVERED BY AN INSURANCE POLICY, MANUFACTURER AND/OR DEALER CUSTOMER ASSISTANCE PROGRAM, OR ANY WARRANTY FROM THE MANUFACTURER, SUCH AS EXTENDED DRIVE TRAIN, MAJOR COMPONENT OR FULL COVERAGE WARRANTIES (REGARDLESS OF THE REMAINING MANUFACTURER'S WARRANTY WHEN YOU PURCHASED THIS CONTRACT), OR A REPAIRER'S GUARANTEE/WARRANTY REGARDLESS OF THEIR ABILITY TO PAY FOR SUCH REPAIR. FURTHER, COVERAGE UNDER THIS CONTRACT IS SIMILARLY LIMITED IN THE EVENT OF A BREAKDOWN IF THE MANUFACTURER HAS ANNOUNCED ITS RESPONSIBILITY THROUGH ANY MEANS, INCLUDING RECALLS AND FACTORY SERVICE BULLETINS.
 - J. IF YOUR VEHICLE IS USED FOR TOWING OR IS USED AS A COMMERCIAL UNIT, OR IS USED FOR RENTAL, TAXI, LIMOUSINE OR SHUTTLE, DELIVERY, TOWING OR ROAD REPAIR OPERATIONS, HAULING, SNOW PLOWING POLICE OR EMERGENCY SERVICE, PRINCIPALLY OFF-ROAD USE, RACING OR COMPETITIVE DRIVING.
 - K. FOR ANY BREAKDOWN WE CAN PROVE EXISTED OR OCCURRED PRIOR TO THE CONTRACT PURCHASE DATE.
 - L. FOR BREAKDOWNS THAT OCCUR AND/OR REPAIRS MADE OUTSIDE OF THE UNITED STATES OF AMERICA AND CANADA.
 - M. FOR TIRE ROAD HAZARD COVERAGE, THE FOLLOWING EXCLUSIONS ALSO APPLY:
 1. TIRE DAMAGE INCURRED OUTSIDE THE UNITED STATES OF AMERICA AND CANADA.
 2. TIRE DAMAGE RESULTING FROM OFF-ROAD USE, RACING, COLLISION WITH CURB OR ANY OTHER OBJECT OR VEHICLE, MISUSE, ABUSE, LACK OF PROPER MAINTENANCE, MISALIGNMENT, SUSPENSION PROBLEMS, VANDALISM, FIRE, UPSET, MANUFACTURER DEFECTS, AND DRIVING ON TIRES WHICH ARE DEFLATED OR IMPROPERLY INFLATED.
 3. TIRES WHICH ARE UNDERSIZED, OVERSIZED, OR OTHERWISE NOT RECOMMENDED BY THE VEHICLE MANUFACTURER FOR YOUR VEHICLE.
 4. TIRES TRANSFERRED FROM ANOTHER VEHICLE.
 5. TIRES WHICH DO NOT HAVE AT LEAST 3/32-INCH TREAD DEPTH REMAINING.
 6. TIRES MOUNTED ON VEHICLES FOR OFF-ROAD USE OR ON ANY VEHICLE THAT EXCEEDS 13,500 G.V.W.R. (GROSS VEHICLE WEIGHT RATING)
 7. DAMAGE TO TIRES THAT DOES NOT AFFECT THEIR PERFORMANCE OR SAFETY.
 8. TIRES NOT RETAINED BY YOU FOR INSPECTION BY THE ADMINISTRATOR.

CANCELLATION OF VEHICLE SERVICE CONTRACT

- a. You may cancel this Contract by returning to the obligor or the issuing dealer. To cancel this contract an odometer statement indicating the odometer reading at the date of the request will be required.
- b. We may cancel this Contract for non-payment of the Contract charge. If We cancel this Contract there is no cancellation fee.
- c. If Your Vehicle and this Contract have been financed, the lienholder shown on the **Registration Page** may cancel this Contract for non-payment or if Your Vehicle is declared a total loss or is repossessed.
- d. If this Contract is cancelled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is cancelled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less a twenty-five (\$25.00) dollar administrative fee. In the event of cancellation, the lienholder, if any, will be named on a cancellation refund check as their interest may appear. Claims are not deducted from refunds. Refunds owed will be paid or credited within thirty (30) days of the date the Obligor receives notice of the request for cancellation, or sooner if required by state law.

CONTRACT HOLDER'S GUIDE TO FILING A CLAIM

IF YOUR VEHICLE INCURS A BREAKDOWN, YOU MUST TAKE THE FOLLOWING STEPS TO FILE A CLAIM:

1. Prevent Further Damage - Take immediate action to prevent further damage. This Contract will not cover the damage caused by not securing a timely repair when a Breakdown has occurred. The operator is responsible for observing vehicle warning lights and gauges and taking appropriate action immediately. Failure to do so, may result in the denial of Coverage.
2. Take Your Vehicle to a Licensed Repair Facility - If Your Vehicle breaks down, return to the issuing dealer. If this is not possible, take Your Vehicle to any licensed repair facility (You may contact the Administrator for help in locating a repair facility).
3. Provide Repair Facility with a copy of Your Contract and/or Your Contract Number.
4. Register the repairs with the Administrator - Prior to any repair being made, instruct the Service Manager at the repair facility to contact the Administrator to register the claim. Any claim for repairs that have not been registered will not be covered except as provided for under Emergency Repairs. The amount registered with the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must be registered with the Administrator, prior to submitting the claim for payment.
5. Authorize Teardown and/or Inspection - In some cases, You may need to authorize the repair facility to inspect and/or teardown Your Vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered under this Contract. We reserve the right to require an inspection of Your Vehicle prior to any repair being made.
6. Review Coverage - After the Administrator has been contacted, review with the Service Manager what will be covered by this Contract.
7. Pay any applicable Deductible - We will reimburse the repair facility or You for the reasonable cost of the work performed on Your Vehicle that is covered by this Contract and previously registered, less the Deductible (if any). Once the claim is registered, and the repair is completed, all repair orders and documentation must be submitted to the Administrator within sixty (60) days, or as soon as reasonably possible in Wisconsin.
8. Emergency Repairs - Should an emergency occur which requires a Breakdown repair be made at a time when, due to circumstances beyond our control, the Administrator's office is closed, You must call the Administrator's office within five (5) business days from the date of repair to determine if such repair will be covered by this Contract. If covered, You will be reimbursed for the repair.

IF YOUR VEHICLE BREAKS DOWN ON THE ROAD

Follow the same steps as above. If necessary, the repair facility will be paid, less Your Deductible (if any), by the Administrator's national charge card system (MasterCard or VISA) on Your behalf. In some cases, You may need to pay the repair bill in full. If so, You will be reimbursed for the registered amount of the repair, less Your Deductible (if any). If You have any questions regarding claim procedures or

Coverages, please call the Administrator at the number below and ask for a Customer Support Representative:

CareGard Warranty Services, Inc., P.O. Box 653, Bedford, TX 76095-0653, Claims: 888-565-2580

SERVICE MANAGER'S GUIDE TO FILING A CLAIM

Steps to follow when filing a claim:

1. Advise Contract Holder - That evaluating the cause of the failure does not mean that the failure is covered under this Contract. All covered repairs must be registered by the Administrator.

2. Contract Holder's Approval for Evaluation - Obtain authorization from Contract Holder to inspect and/or teardown Vehicle to determine cause and cost of repair. Save all components including fluids and filters, in the event the Administrator requires an inspection. Inform the Contract Holder that the cost of the teardown will not be paid if the failure of the component disassembled is not covered under the Contract.

3. Complaints, Cause, Cure and Cost - Assess the customer's complaint(s)/problem(s), cause, cure of the failure and cost of the repairs.

NOTE: Any major component failure that has a verifiable complaint, i.e., slipping transmission, knocking engine, should be called in prior to any teardown.

4. Register the Repair with the Administrator - Call the Administrator's Service Manager's Support Representative at 888-565-2580 to register the claim. Please have the following items ready when You place the call:

- Customer's Contract Number
- Customer's Complaint
- Cause of Failure and Cure.
- Cost of the Repair.

5. The Support Representative will verify the Coverage and

a. Register Claim - The Administrator will register the claim by issuing a Reference Number. Record this Reference Number on the Repair Order. The registered claim amount is the maximum that will be paid. Any additional amounts must be registered with the Administrator, prior to submitting the claim for payment.

OR

Request Additional Evaluation - Request further evaluation, teardown, or outside inspection:

I. Inspection - The Administrator reserves the right to require an inspection of the Vehicle prior to any repair being accomplished. Diagnostic procedures not associated with the teardown are not covered.

II. Teardown - If a teardown is necessary to determine the cause of failure, the Contract Holder must approve the teardown. Please advise the Contract Holder that, if the component disassembled is not covered, then the Contract Holder must pay for the teardown.

Listed below is the Inspection Teardown Policy:

- Save all components, including fluids and filters, that need to be inspected.
- The Support Representative will arrange for inspection.
- If not visited within forty-eight (48) hours, call the Support Representative.

OR

c. Deny Claim - Deny the request and issue a Reference Number.

6. Review Repairs with Contract Holder - After the Administrator has been contacted, review with the Contract Holder what will be covered by the Contract and what portions of the repairs, if any, will not be covered.

7. Contract Holder's Approval for Repair - Obtain the Contract Holder's approval to complete the repairs. All repair orders must have customer's signature.

8. Submit Repair Orders for Payment - All repair orders and documentation must be submitted to the Administrator at the following address within sixty (60) days, or as soon as reasonably possible in Wisconsin.

HOW CLAIM PAYMENT IS MADE

LOCAL REPAIR - Upon receipt of the Repair Order bearing the Reference Number and copies of all sublet bills, a claim draft will be mailed.

OUT OF TOWN REPAIR - Upon receipt of a Repair Order by the Administrator and upon approval by the Administrator's Support Representative, a MasterCard or VISA invoice can be processed by Your Repair Facility. For Claim Processing assistance please contact the Administrator's Customer Support Representatives, either by mail or by telephone.

CareGard Warranty Services, Inc., P.O. Box 653, Bedford, TX 76095-0653 Claims: 888-565-2580

SCHEDULE OF COVERAGES

PLEASE NOTE THE COVERAGE CODE ON THE REGISTRATION PAGE OF YOUR CONTRACT.
Not every part of **Your Vehicle** is covered by this Contract; **Coverage** is identified by the Plan Code checked, as shown on the

EXAMPLE

Registration Page of this Contract, in the Check Coverage box.

Your Contract Number	Your Contract Plan Code

To determine which parts of **Your Vehicle** are covered, see the component **Coverage** detail inside this page.

Match the Plan Code to the Coverage as defined below:

Plan Code	Coverage	Item Numbers
PTD51	Powertrain Protector	1 - 5 plus Benefits
CGD51	Select	1 - 7 plus Benefits
CGDP51	Select Plus	1 - 11 plus Benefits
CGDD51	Deluxe	1 - 14 plus Benefits
UTD51	Complete	15 plus Benefits

POWERTRAIN PROTECTOR COVERAGE 1 - 5

- 1. Engine:** All internally lubricated parts. Crankshaft and Bearings, Oil Pump, Fuel Pump, Diesel Injection Pump, Water Pump, Internal Timing Gears, Timing Belt or Timing Chain, Timing Belt Tensioner, Crankshaft Pulley, Harmonic Balancer, Camshaft, Camshaft Bearings, Valve Lifters, Rocker Arm Assemblies and Push Rods, Valve Guides, Pistons and Rings, Wrist Pins, Connection Rods, and Distributor Drive Gear. The Engine Block and Cylinder Heads are covered if damage is caused by mechanical failure of an internally lubricated part. Rotary Engine Parts: All of the above listed parts plus Rotors, Rotor Seals, Rotor Chamber, Eccentric Shaft and Bearings
- 2. Turbocharger/Supercharger:** (factory installed only) Turbocharger/Supercharger Housing and All Internal Parts.
- 3. Transmission:** The internal parts of the Manual or Automatic Transmission and Torque Converter and Flexplate. The Automatic or Manual Transmission Case is covered if damaged by the failure of an internally lubricated part.
- 4. Transfer Case:** Internal Parts including Bearings, Bushings Sprockets, Chains, Sleeves, and Gears (excluding electrical items). The Transfer Case Housing is also covered if damage is caused by a failure of an internally lubricated part.
- 5. Drive Axle:** (Front and Rear) Drive Axle Case; All Internal Parts contained within the Drive Axle; Locking Hubs, Four Wheel Drive Actuator, Internal Transaxle Seal, and Drive Axle Housing if damage by the failure of an internally lubricated part.

SEALS AND GASKETS are included in the above stated Coverage only if the applicable surcharge is paid and marked on Your Registration Page
(SEE SURCHARGED OPTIONAL COVERAGE).

SELECT COVERAGE 1 - 7

- 6. Steering:** Steering Gear Box, Pump Assembly, Rack and Pinion, Control Valves, Bearing and Shafts, Steering Dampener, Tilt Wheel Mechanism.
- 7. Electrical:** Alternator, Starter Motor, Front and Rear Wiper Motors, Washer Pump, Horns, Convertible Top Motor.

SEALS AND GASKETS are included in the above stated Coverage only if the applicable surcharge is paid and marked on Your Registration Page
(SEE SURCHARGED OPTIONAL COVERAGE).

SELECT PLUS COVERAGE 1 - 11

- 8. Enhanced Electrical:** Engine Control Computer, Voltage Regulator, Distributor, Solenoids, Manually Operated Switches, Electronic Ignition Module, Power Window Motors, Rear Window Heating Elements, Power Mirror Motors, Power Seat Motors, and Power Door Lock Actuators.
- 9. Fuel:** Electronic Fuel Injection Sensors and Injectors, Fuel Pressure Regulator, Fuel Tank Sending Unit, and Metal Fuel Lines.
- 10. Air Conditioner:** Compressor, Condenser, Evaporator, Expansion Valve, Receiver Drier, Blower Motor, and Hot Water Valve.
- 11. Variable Dampening Suspension:** Electronic Level Control Compressor including its Sensor and Limiter Valve.

SEALS AND GASKETS are included in the above stated Coverage only if the applicable surcharge is paid and marked on Your Registration Page
(SEE SURCHARGED OPTIONAL COVERAGE)

DELUXE COVERAGE 1 - 14

- 12. Front and Rear Suspension:** Upper and Lower Control Arms, Control Arm Shafts and Bearings or Bushings; Upper and Lower Ball Joints; and Wheel Bearings. Radius Arm and Bushings, Torsion Bars, Mounts and Bushings, Stabilizer Bar, Links and Bushings; Struts; Strut Bearing Plates; Spindle and Spindle Support; Wheel Bearings; Variable Dampening Suspension: Compressor; Control Module; Dampening Actuator; Solenoid; Struts; Height Sensor; Mode Selector Switch.
- 13. Brakes:** Master Cylinder, Power Brake Cylinder, Vacuum Assist Booster, Hydro Boost, Disk Brake Caliper, Wheel Cylinders, Compensating Valve, Metal Brake Hydraulic Lines and Fittings. The following ABS components are covered: Hydraulic Control Unit, Electric Control Processor, Wheel Speed Sensors, Hydraulic Pump/Motor Assembly Pressure Modulator Valve, Isolation Dump Valve, and Accumulator.

Cooling: Engine Cooling Fan and Motor; Fan Clutch Belt Tensioner; Heater Core; Thermostat; Blower Motor; Hot Water Valve; Engine Oil Cooler and Transmission Cooler

SEALS AND GASKETS are included in Deluxe Coverage (SEE SURCHARGED OPTIONAL COVERAGE)

COMPLETE COVERAGE 1 - 15

15. Complete: We will pay or reimburse You for reasonable costs to repair or replace any Breakdown of all parts, except for those items listed in the Exclusions Section of this Contract.

SEALS AND GASKETS are included in Complete Coverage (SEE SURCHARGED OPTIONAL COVERAGE)

BENEFITS

NOTE: Lost Key/Lockout benefits are not available in Kansas. Benefits are not available in Hawaii.

TOWING/ROAD SERVICE: In the event Your Vehicle is disabled. We will pay or reimburse You for receipted towing or road service expenses up to one hundred dollars (\$100) per occurrence. Any payments shall be for actual towing or road service charges in excess of any applicable reimbursement from the manufacturer or any other towing or road service Coverage. No Deductible will apply to this benefit.

RENTAL: In the event of a Breakdown covered by this Contract, even a Breakdown that is being covered by the manufacturer's warranty, We will pay or reimburse You for receipted expenses to rent a replacement Vehicle (from a licensed rental agency) or for alternate public transportation while Your Vehicle is at a licensed repair facility. Coverage will be provided to You on the following basis, up to a maximum of fifty dollars (\$50) a day, and up to a maximum of five (5) days for each repair visit. This Coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the repair facility or the Administrator. However, an additional three (3) days of rental Coverage applies in the event of a parts delay when an internal repair or replacement is performed on a major component (engine, transmission, drive axle) and an additional one (1) day of rental Coverage if an inspection is requested and Coverage is verified by that inspection. No Deductible will apply to this benefit.

TRIP INTERRUPTION: In the event a Breakdown covered by this Contract occurs more than one hundred (100) miles from Your home and results in a repair facility keeping Your Vehicle over night. We will reimburse You for receipted motel and restaurant expenses, up to one hundred dollars (\$100) per day for a maximum of four (4) days (Total benefit per occurrence of four hundred dollars (\$400)). No Deductible will apply to this benefit.

LOST KEY/LOCKOUT: In the event the keys for Your Vehicle are lost, broken, or accidentally locked in Your Vehicle. We will reimburse You for receipted expenses, up to a maximum of forty-five dollars (\$45), for locksmith services. No Deductible will apply to this benefit.

ROAD HAZARD TIRE: In the event Your Vehicle tire(s) incurs damage from a road hazard. We will pay or reimburse You for the receipted expenses for a tire repair, or if not repairable, for tire replacement up to a maximum of thirty dollars (\$30) for each tire repaired, or one hundred dollars (\$100) for each tire replacement per occurrence, up to a maximum aggregate of four hundred dollars (\$400) during the term of this Contract. A road hazard shall mean pothole, rock, nail, wood, tree limb/branch, or other debris on the road surface. Please refer to Exclusions Sections, Item M., for specific excluded conditions. No Deductible will apply to this benefit.

CareGard Warranty Services, Inc., P.O. Box 653, Bedford, TX 76095-0653

Claims: 888-565-2580

ALTERNATIVE DISPUTE RESOLUTION CLAUSE

ALTERNATIVE DISPUTE RESOLUTION CLAUSE: THE PARTIES TO THIS AGREEMENT HEREBY EXPRESS THAT ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY KIND AND NATURE BETWEEN THE PARTIES HERETO, ARISING OUT OF OR IN ANY WAY RELATED TO THE WITHIN AGREEMENT, ITS INTERPRETATION, PERFORMANCE OR BREACH SHALL BE RESOLVED EXCLUSIVELY BY THE FOLLOWING ALTERNATIVE DISPUTE RESOLUTION MECHANISMS. Negotiation--The parties hereto shall first engage in a good faith effort to negotiate any such controversy or claim by communications between them. Said negotiations may be oral or written. To the extent that they are oral, they should be confirmed in writing.

- A. Should the above-stated negotiations be unsuccessful, the parties shall engage in mediation pursuant to the American Arbitration Association Commercial Mediation Rules, or such other mediation rule as the parties may otherwise agree to choose.
- B. Should the above-stated mediation be unsuccessful, the parties agree to arbitrate any such controversy or claim with the express understanding that this Agreement is affected by interstate commerce in that the services which are the subject matter of this Agreement, pass through interstate commerce. Said arbitration shall be conducted pursuant to the American Arbitration Association Commercial Arbitration Rules (the "Arbitration Rules") or such other arbitration rule as the parties may otherwise agree to choose.
- C. The cost of the above-stated mediation shall be borne equally between the parties. The cost of the above-stated arbitration shall be borne by the party against whom an award is issued and in favor of the prevailing party. In either event, each party shall bear the costs of their own attorney's fees and costs.

To the extent that a court of competent jurisdiction shall determine that the provisions of the United States Arbitration Act are not applicable to this Agreement, the parties hereto nevertheless agree to arbitrate under the provisions of the appropriate state law, the issue of liability if arbitration of liability shall then be specifically enforceable under the appropriate state law, or if not, the parties nevertheless agree to arbitrate under the provisions of the appropriate state law, the measure of amount of damages to which either of the parties be entitled. Such arbitration shall be conducted pursuant to the Arbitration Rules. THE PARTIES UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION DISCOVERY IN ARBITRATION PROCEEDINGS IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; AND (III) THAT THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS, IS STRICTLY LIMITED.

SURCHARGE OPTIONAL COVERAGES

SEALS AND GASKETS COVERAGE: If the Contract Registration Page shows that You purchased the Seals and Gaskets option, You are covered for the following: Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants, and fluids; included on all Deluxe and Complete Coverages.

COMMERCIAL USE: If the Contract Registration Page shows that You purchased the Commercial Use option, see Commercial Use Definition for specific usage. Limited to vehicles rated at one ton and below.

LUXURY PACKAGE: Provides Coverage for factory installed GPS Navigation System (not including programming or updates), TV, VCR, and DVD players, Key Fobs Bluetooth Devices, Factory Installed Cameras, and Onstar Unit.

EMISSION COVERAGE: If the emission coverage surcharge is selected and paid at the time of purchase of the Vehicle Service Contract, the emission parts as listed by your vehicle's manufacturer are covered, excluding catalytic converters, exhaust systems and batteries.

OVERSIZED/UNDERSIZED TIRE COVERAGE: This option must be selected and paid at the time of purchase of the vehicle service contract, if the vehicle has oversize tires, wheels, and/or has been raised or lowered from the manufacturer's specifications. Selected Component Coverage under the Vehicle Service Contract will be allowed providing Lift Kits do not exceed a maximum 6 (six) inch height or a minimum 3 (three) inch drop, or the total diameter of any Oversized/Undersized Tires or Wheels do not differ by more than 15% (fifteen percent) from the original manufacturer's specifications and providing the vehicle's manufacturer's warranty is not voided. Any vehicles modified outside of these specifications or modified after the point of sale will not be covered.

SPECIAL STATE REQUIREMENTS/DISCLOSURES

The following Special State Requirements and/or Disclosures apply if this Contract was purchased in the following state:

INDIANA

This is a Service Contract, this is not an insurance policy and is not subject to Indiana insurance law.

If the provider fails to perform or make payment due under the service contract within sixty (60) days after the holder requests the performance or payment, the holder may request the performance or payment directly from the insurer that issued the provider's service contract reimbursement policy, including any applicable requirement under the service contract that the provider refund any part of the cost of the service contract upon cancellation of the service contract.

PURCHASER: [REDACTED]

YEAR/MAKE/MODEL: 2019 Cadillac CT6

VIN: [REDACTED]

MILEAGE: 53009

STOCK/DEAL#: P6556 / 9594

FINANCE MGR: Brittney Archer

FIRST PAYMENT: 3/11/2025 (adds \$0.49 /month)

Loan Option 1: 66 months @ 5.25% APR ✓

ESTIMATED VEHICLE ONLY PAYMENT: \$164.39

ESTIMATED PAYMENT WITH COVERAGE: \$246.31

VEHICLE PURCHASE PRICE: \$31,870.00
NET TRADE(S): 0.00
DOWN PAYMENT: 25,000.00
REBATES: 0.00
TT&L, FEES, OTHER CHARGES: 2,517.96
VEHICLE TOTAL: 9,387.96
COVERAGE TOTAL: 4,650.00
DEAL TOTAL: \$14,037.96

Selected Coverage

VSC - 48 / 48K As the name suggests, Complete coverage for your vehicle. Except for a short list of excluded items, this plan covers all the parts in your vehicle. Price: \$4,650.00
--

\$81.43/Mth.

Forfeited Coverage

Ultra - 72 Multi - Protection: Tire & Wheel; Paintless Dent Repair; Windshield Repair; Lost Key/FOB; Roadside Assistance Price: \$1,020.00	\$17.86/Mth.
T&W - In the event a tire or wheel is damaged from a road hazard, this coverage will reimburse expenses for tire repair or, if non-repairable, for tire replacement. Price: \$0.00	\$0.00/Mth.
Key - Key replacement coverage for lost stolen or destroyed keys to protect you against today's high costs of replacement keys. Price: \$0.00	\$0.00/Mth.
ProSeal Ceramic - 60 Keep your vehicle looking new inside and out and protect against the harmful effects of weather and use from daily driving using only the latest paint and interior protection technologies. Price: \$799.00	\$13.99/Mth.
GAP - 72 Covers the "GAP" or difference between your auto insurance's valuation of your vehicle and the loan amount plus up to \$1000 deductible if a total loss occurs. Price: \$995.00	\$17.42/Mth.
Etch - 36 With EtchGuard, the vehicle is permanently marked with an ID that deters thieves lowering the chance of theft. Price: \$199.00	\$3.48/Mth.
Maint. - 48 / 48K Hedge against inflation while keeping your warranty compliant. Oil and Filter change, multi-point inspection and tire rotations. Helps keep your car running like new with professional care. Price: \$557.00	\$9.75/Mth.

1/25/2025

Customer Signature

Date

1/25/2025

F&I Product Taxes (\$0.00)

I understand that all terms, conditions, payments and Annual Percentage Rates (APR) shown are estimates and subject to finance approval. I further understand that I must refer to the product agreement and retail installment contract(s) and/or lease agreement for exact coverage, cost and payment information. I understand that products may be purchased separately and are NOT required to purchase a vehicle. I have been advised of the Dealer Privacy notice required by the Gramm Leach Bliley Act, in accordance with the GLB Act.

david.marsh@gm.com

Subject: URGENT – Request for Resolution of Third-Party Extended Warranty (CareGuard®) – Christi Hubler Chevrolet

David Marsh

Global Vice President Customer Care and Aftersales at General Motors
General Motors

300 Renaissance Center

Detroit, MI 48243

Dear Mr. Marsh,

I am writing to request your immediate assistance with a serious issue involving a third-party extended warranty (CareGuard®) sold by Christi Hubler Chevrolet (Indianapolis, IN) in connection with my vehicle purchase on January 25, 2025.

Despite filing formal complaints with both the **Better Business Bureau of Indiana** (March 30, 2025) and the **Pennsylvania Attorney General's Office** (July 31, 2025), Christi Hubler Chevrolet has not responded. At this point, I am left with no option but to escalate the matter directly to your office.

Summary of the Issue

- On **January 25, 2025**, I purchased a vehicle from Christi Hubler Chevrolet (sales agreement attached).
- At the time of purchase, Sales Manager **Brittney Archer** sold me a CareGuard® extended warranty, assuring me it covered "everything except normal wear items" (tires, brakes, wipers).
- When I sought coverage, I was informed that the warranty should apply, per the sales agreement. However, Holman Cadillac was informed Care Guard does not cover any cameras in this vehicle.
- Repeated attempts through the BBB and PA Attorney General have gone unanswered by Christi Hubler Chevrolet.

Requested Resolution (within 7 business days of receipt):

1. Written confirmation of a **repair plan** or a **full payment** of warranty-related costs totaling **\$7,133.95**.
2. Assignment of a **direct contact person** at Christi Hubler Chevrolet to handle warranty claims and reimbursement.

If unresolved after 7 business days (by 9/03/2025)

I will initiate a **small claims lawsuit in Delaware County, Pennsylvania** (vehicle delivery location, Brookhaven, PA), seeking:

- \$7,133.95 (warranty claim)
- \$850.00 (side mirror repaint and windshield repair)
- \$115.00 (court costs)
- Attorney's fees (if applicable)
- Statutory penalties under 15 P.S. § 120.101 for breach of warranty

Why this requires your intervention

This matter is not about the vehicle itself but about the **failure of a dealership to uphold obligations on a third-party extended warranty it sold under the GM umbrella**. The refusal to respond undermines consumer confidence and exposes GM to reputational risk. Timely resolution here will not only address my situation but also demonstrate GM's commitment to accountability in warranty sales across dealerships.

All supporting documentation—including the sales agreement, receipts, and copies of my BBB and PA AG complaints—is attached for your review.

I respectfully request your office's direct action and look forward to your response no later than **9/3/2025**. If I do not hear back, I will proceed with legal action without further notice.

Sincerely,

[REDACTED]

[REDACTED] Brookhaven, PA [REDACTED]



Complaint Details

[REDACTED] Brookhaven, PA [REDACTED] 3/04/2025 Dear Better Business Bureau: I am writing to file a formal complaint against Christi Hubler Chevrolet located at 1705 Lafayette Ave, Crawfordsville, IN 47933. I received delivery of a 2019 Cadillac CT6 from their dealership on February 2, 2025. Upon delivery, I discovered significant damage that was present prior to the car ever leaving the lot: Infra-Red Camera and Front Camera Lens Repair: \$4300.00. See Hill Cadillac invoice. Driver's Side Mirror Painting: \$566.04 See Brandywine Coach estimate Windshield Repair: \$164.99. See Safelite estimate I have documented this damage with photographic evidence provided by Sherpa Transport (the shipping company) who confirmed the condition prior to shipment. I have also sought confirmation from Hill Cadillac, a qualified Cadillac dealership, who confirmed the severity of these issues. See attachments. Despite providing this evidence and contacting the dealership's owner Christi Hubler on 2/28/2025. They refused to accept responsibility for addressing these pre-existing damages. I am now facing a significant repair bill totaling \$5,031.03 that requires immediate attention due to the damage impacting the vehicle's functionality. I am left with no option but to seek resolution through your office's mediation process. Given their negligence in ensuring that all the vehicle equipment was in full operating order, I expect Christi Hubler Chevrolet to cover the full cost of the repairs. For your records, a copy of the invoices for repairs (Hill Cadillac invoice, Brandywine Coach estimate and Safelite Estimate) is attached to this complaint. I look forward to a prompt and fair resolution from your office. Sincerely, [REDACTED]

Desired Outcome/Settlement

Desired Settlement: Repair None Provided

Message to the Consumer on Tuesday, March 4, 2025

[REDACTED]
[REDACTED]
Brookhaven, PA [REDACTED]

Dear [REDACTED]

Thank you for contacting your BBB. Your complaint submitted on 3/4/2025 against Christi Hubler Chevrolet was assigned ID [REDACTED] and is now in process.

Now that I've filed, what's the next step?

We have accepted your complaint and have forwarded it to the business for their response. We have asked the business to reply promptly, but some disputes may take longer than others to conclude. Please be patient as we work to ensure your concerns are addressed. The response from the business could take days, but many times it takes 2 to 3 weeks.

What if I don't agree with the response from a business?

It is important for both parties to maintain realistic expectations and respond in a professional, fair and courteous manner. Our goal is for you and the business to work towards an amicable solution. Our goal is to open the lines of communication and help resolve this dispute. If you don't agree with their response you'll be given an opportunity to say so and state rebuttal facts.

What happens if a business does not respond?

BBB will make every effort to obtain a response from the business, but some businesses simply do not ever contact us. BBB is not an enforcement agency. We cannot compel a business to respond, or to take any course of action. However, failure to do so may result in a negative impact on their BBB rating, which may drive away future customers. The BBB may also refer you to other agencies that may be able to assist you.

Will other consumers know about my complaint?

In most cases the complaint will be posted on the businesses BBB Business Profile page, accessible to all consumers. Once the process is complete, the text of your complaint may be publicly posted on BBB's Web site (BBB reserves the right to not post in accordance with BBB policy). Please do not include any personally identifiable information when you tell us about your problem or in your desired outcome. By submitting your complaint, you are representing that it is a truthful account of your experience with the business. BBB may edit your complaint to protect privacy rights and to remove inappropriate language.

BBB is here to help businesses and consumers find solutions; our mission is to advance marketplace trust. This requires your cooperation and the cooperation of the business for the most satisfactory results. If you have questions before you hear from us again, please contact me. Remember, it could be 2 to 3 weeks before we forward more information to you.

Regards,

Theresa Davis

Accredited Business Dispute Resolution Specialist

Message to the Consumer on Sunday, March 30, 2025

Brookhaven, PA

Dear

This message is in regard to your complaint submitted on 3/4/2025 against Christi Hubler Chevrolet. Your complaint was assigned ID

After repeated unanswered correspondence to the business from our office, BBB has decided to close this complaint and note that the business did not respond to the complaint. However, if the company did contact you regarding your concerns, please let us know. This information is vital to us so we can accurately report on the business.

This complaint will be reflected on the company's BBB Business Profile with the following language: **"The business failed to respond to the dispute."**

To pursue this matter further, you may wish to contact your state's Attorney General's Office, seek legal advice, or file in small claims court. Please feel free to contact us with any further questions.

Sincerely,

Theresa Davis

Accredited Business Dispute Resolution Specialist

theresadavis@indybbb.org

Phone: 317-713-6081

6/26/25, 7:57 AM

HOLMAN
CADILLAC

Multi-Point Inspection Results

Thursday, June 26, 2025 10:43 AM

RO [REDACTED]

CUSTOMER INFORMATION

CAR INFORMATION

SERVICE ADVISOR INFO

Cadillac

John McGonigle

2019 CT6

(856) 395-9991

Mileage: 59236

TECHNICIAN

Tag # [REDACTED]

James Murphy

*The estimate amounts shown for each recommendation do not include taxes.

ORIGINAL CUSTOMER REQUESTS
RECOMMENDATIONS

CUSTOMER REQUESTS

ELECTRICAL DIAGNOSIS, WITH
INCLUDES A FULL OVERALL
CHECK OF VEHICLE'S CONDITION,
DTC CODES PRINT OUT AND
PRICING ON REPAIR NEEDED.

CUSTOMER STATES BOTH FRONT
CAMERAS ARE CRACKED.

Declined

CUSTOMER STATES PLEASE
PROVIDE PRICE TO REPLACE
BOTH FRONT CAMERAS.

CUSTOMER STATES IT IS THE
REGULAR CAMERA AND THE
INFARED CAMERA. PLEASE CHECK
AND ADVISE.

scan vehicle for cause of concern-multiple faults noted
within the video processing module- noted that frt image
display is distorted- advise to replace frt image camera in
grille , clear codes and then evaluate operation-see
additional line for fault with infared camera

Original Approved: \$204.95

Additional Estimate: \$1,078.20

OTHER



MULTI POINT INSPECTION

Original Approved: \$0.00



CUSTOMER STATES WILL RESCHEDULE
FOR RECALLS AT A LATER DATE DUE TO
TIME RESTRAINTS

Original Approved: \$0.00



WASH VEHICLE

Original Approved:

\$0.00

1 Needs Attention Soon

CUSTOM RECOMMENDATION



Custom Recommendation



Declined

Repair Estimate:

\$5,382.95

scan vehicle for cause of concern with infrared camera- fault codes in history b391e-39 and b391e-3a indicate possible wrong part installed- also advise to replace lvds cable to camera and then camera system will need to be calibrated- infrared alignment tool needs to be obtained to complete- accurate estimate not possible until disassembly and inspection of components.

32 Passed Inspection

LIGHTS

- ☒ Interior Lighting Inspection
- ☒ Turn Signal Inspection
- ☒ Hazard Light Inspection
- ☒ Marker Lamp/Light Inspection
- ☒ Brake Lights
- ☒ Head Light (Low/High Beam) Inspection

UNDER CAR: SUSPENSION, DRIVELINE, EXHAUST, LEAKS

- ☒ Front Suspension, struts, steering linkage, brake lines/ hoses Inspection
- ☒ Rear Suspension, shock/ struts/ linkage, brake lines/ hoses Inspection
- ☒ Exhaust System & heat shields Inspection
- ☒ Drivetrain Visual Inspection
- ☒ HVAC System & hoses/ lines for leaks and damage Visual Inspection
- ☒ Engine & Secondary Cooling System(s), radiator hoses & clamps Visual Inspection
- ☒ Constant Velocity (CV) drive axle boots Visual Inspection
- ☒ Drive shaft, transmission, u-joint & shift linkage Visual Inspection

BRAKES

- ☒ Brake Linings Thickness - Front
Front Pads Inspection - 6mm
- ☒ Brake Linings Thickness - Rear
Rear Pads or Linings Inspection - 6mm

UNDER HOOD: FLUIDS AND FILTERS

- ☒ Engine Cooling System Visual Inspection
- ☒ Engine Air Filter Condition Inspection
- ☒ Engine Drive Belts Visual Inspection
- ☒ InCabin Air Filter Condition Inspection
- ☒ Engine oil Inspection
- ☒ Brake System Reservoir Condition Inspection
- ☒ Diesel Exhaust Fluid (if applicable) Inspection
- ☒ Power Steering System Fluid Condition Inspection
- ☒ Wiper Condition and Operation
- ☒ Automatic Transmission Fluid (if applicable) Inspection
- ☒ Engine Coolant Recovery Reservoir Visual Inspection
- ☒ Battery Test
- ☒ Condition of Battery Terminals and Cables

TIRES AND ALIGNMENT

- ☒ Tread Depth - Front Tires
Front Driver Side Tire - 9/32nds
Front Passenger Side Tire - 9/32nds
Rear Driver Side Tire - 9
Rear Passenger Side Tire - 9
- ☒ Spare Tire (if applicable) Inspection
Condition - Passpsl
- ☒ Tire Wear Patterns
Wheel Alignment Recommended - Passpsl

9/15/2025

Subject: URGENT - Request for Resolution of Third-Party Extended Warranty (CareGuard®) - Christi Hubler Chevrolet

David Marsh

Global Vice President Customer Care and Aftersales at General Motors

General Motors

300 Renaissance Center

Detroit, MI 48243

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1. Written confirmation of a **repair plan** or a **full payment** of warranty-related costs totaling **\$7,133.95**.
2. Assignment of a **direct contact person** at Christi Hubler Chevrolet to handle warranty claims and reimbursement.

If unresolved after 7 business days (by 9/22/2025)

I will initiate a **small claims lawsuit in Delaware County, Pennsylvania** (vehicle delivery location, Brookhaven, PA), seeking:

- \$7,133.95 (warranty claim)
- \$850.00 (side mirror repaint and windshield repair)
- \$115.00 (court costs)
- Attorney's fees (if applicable)
- Statutory penalties under **15 P.S. § 120.101** for breach of warranty

Why this requires your intervention

This matter is not about the vehicle itself but about the **failure of a dealership to uphold obligations on a third-party extended warranty it sold under the GM umbrella**. The refusal to respond undermines consumer confidence and exposes GM to reputational risk. Timely resolution here will not only address my situation but also demonstrate GM's commitment to accountability in warranty sales across dealerships.

All supporting documentation—including the sales agreement, receipts, and copies of my BBB and PA AG complaints—is attached for your review.

I respectfully request your office's direct action and look forward to your response no later than **9/22/2025**. If I do not hear back, I will proceed with legal action without further notice.

- Sincerely,

- [REDACTED]

[REDACTED]
[REDACTED] Brookhaven, PA [REDACTED]
[REDACTED]