

## **General Reimbursement Plan of Oliver Travel Trailers**

Oliver Travel Trailers submits the following general reimbursement plan in accordance with 49 U.S.C. 30120(d) and 49 CFR §573.6(c)(8)(i) to reimburse owners and purchasers for costs incurred for remedies in advance of Oliver Travel Trailers notification of safety-related defects and noncompliance with Federal Motor Vehicle Safety Standards under subsection (b) or (c) of 49 U.S.C. 30118 (“the Plan”). The costs covered by this reimbursement plan are limited to the costs for labor and parts needed to accomplish the repair or replacement provided by Oliver Travel Trailers pursuant to the Plan.

- 1) The beginning date for reimbursement shall be determined as follows:
  - a) For a noncompliance with a Federal Motor Vehicle Safety Standard, the beginning date for reimbursement shall be the date of the first test or observation by either NHTSA or the manufacturer indicating that a noncompliance may exist.
  - b) For a safety-related defect that is determined to exist following the opening of an Engineering Analysis (EA) by NHTSA’s Office of Defects Investigation (ODI), the date shall be the date the EA was opened, or one (1) year before the date of Oliver Travel Trailers notification to NHTSA pursuant to 49 CFR §573.6, whichever is earlier.
  - c) For a safety-related defect that is determined to exist in the absence of the opening of an EA, the date shall be one (1) year before the date of Oliver Travel Trailers notification to NHTSA pursuant to 49 CFR §573.6.
- 2) The ending date for reimbursement shall be ten (10) calendar days after the date on which Oliver Travel Trailers mailed the last of its notifications to owners pursuant to 49 CFR, Chapter V, Part 577.
- 3) Notwithstanding the provisions of section 2, if the first purchaser of the equipment purchased that equipment more than fifteen (15) calendar years before notice was given by Oliver Travel Trailers under 49 U.S.C. 30118(c) or an order was issued under 49 U.S.C. 30118(b), then no reimbursement will be provided to any claimant for claims related to that equipment.
- 4) Oliver Travel Trailers will reimburse owners and purchasers for an owner’s or purchaser’s pre-notification repair or replacement subject to the following conditions:
  - a) Oliver Travel Trailers shall not reimburse owners or purchasers for repair or reimbursement costs incurred within the period during which Oliver Travel Trailers original, or an extended, warranty would have provided for payment of parts and labor costs for the repair or replacement of the problem addressed by the recall, without any payment to the consumer, unless: (a) an authorized representative of Oliver Travel Trailers denied warranty coverage or  
(b) the repair made under warranty did not remedy the problem addressed by the recall. The exclusion based on an extended warranty will apply only if Oliver Travel Trailers has provided written notice of the terms of the extended warranty to owners.

- b) Oliver Travel Trailers shall also not reimburse owners or purchasers for costs: (a) if the pre- notification remedy did not address the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance, or (b) if the pre-notification remedy was not reasonably necessary to correct the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance.
- 5) Oliver Travel Trailers will not reimburse owners or purchasers for recalls based solely on noncompliant or defective labels.
- 6) Reimbursements will not be paid to claimants who do not submit adequate documentation to Oliver Travel Trailers at the following address:

Oliver Travel Trailers  
609 Swan Avenue  
Hohenwald, TN 38462

- 7) Adequate documentation shall consist of the following:
  - a) Name and address of the claimant
  - b) Model, model year and Vehicle Identification Number (VIN)
  - c) A description of the Oliver Travel Trailers equipment that is the subject of the recall, including the product's name, model number and serial number.
  - d) Oliver Travel Trailers recall number or NHTSA's number for the recall
  - e) Identification of the owner or purchaser of the recalled motor vehicle at the time the pre-notification remedy was obtained
  - f) The original or a copy of the receipt for the pre-notification remedy
    - i) For a repair, the receipt must indicate that the repair addressed the defect or noncompliance that led to the recall or a manifestation of the defect or noncompliance, and it must state the total amount paid for the repair of that problem. If the face of the receipt does not indicate, or if it is unclear on the face of the receipt, if the repair for which reimbursement is sought addressed only the pre-notification remedy relating to the pertinent defect or noncompliance or manifestation thereof, then an itemization of the amount for parts, labor and other costs and taxes must also be provided on documentation from the repair facility.
    - ii) For a replacement of Oliver Travel Trailers equipment, the receipt must identify the replaced item and state the total amount paid for the item that replaced the defective or noncompliant part.
- 8) Adequate documentation satisfying section 7(v) may include proof of payment by the claimant in the form of a cancelled check, credit card receipt, or similar documentation. Document must also include evidence that the claimant, or a relative (state relationship) actually owned the equipment.

- 9) If the claim is being made for a pre-notification remedy which was obtained at a time when the equipment could have been repaired or replaced at no charge under Oliver Travel Trailers original, or an extended, warranty program, the claimant must provide documentation indicating that (a) an authorized repair facility refused to remedy the problem addressed by the recall under the warranty or (b) the remedy obtained under warranty did not correct the problem addressed by the recall.
- 10) The amount of reimbursement shall be the amount paid by an owner for the repair or replacement remedy.
- 11) Oliver Travel Trailers shall act upon a claim for reimbursement within sixty (60) days of receipt. If Oliver Travel Trailers denies the claim, Oliver Travel Trailers will send a notice to claimant within sixty (60) days of receipt of the claim which will contain a clear, concise statement of the reasons for the denial. If the claim for reimbursement was incomplete when originally submitted, Oliver Travel Trailers will advise the claimant within sixty (60) days of receipt of the claim of the documentation that is needed and offer the claimant an opportunity in writing to resubmit the claim with complete documentation.
- 12) If the claim is approved in whole or in part, reimbursement will be provided by check mailed to the address provided by the claimant in the claim.
- 13) Oliver Travel Trailers will provide a copy of the Plan to members of the public who submit a written request for a copy of the Plan to the address listed in section 6.
- 14) Oliver Travel Trailers acknowledges NHTSA's statement that it will not mediate or resolve any disputes regarding the eligibility for, or the amount of, reimbursement.