

From: AGO - CAP  
Sent: Wednesday, October 12, 2016 9:24 AM  
To: [REDACTED]  
Subject: RE: Auto Consumer Complaint Form

Re: Complaint #2016-07956

Dear Mathew:

As discussed, your complaint has been referred to the Vermont Auto Dealers Association (VADA), because the business named in your complaint is a VADA member. Complaints regarding VADA members are reviewed by VADA and may be brought before the Auto Consumer Assistance Program Panel (AutoCAP). The panel is comprised of both dealer and consumer representatives and works to resolve complaints between dealers and consumers.

Please be advised that VADA will not process your claim if an attorney is involved, if the issue is currently in litigation, or if the vehicle is not in your possession.

I have included the contact information for VADA, should you need to contact their office regarding your complaint:

VADA  
1284 US Route 302-Berlin, Suite 2  
Barre, VT 05641  
Phone: 802-461-2655  
Email: vtautocap@aol.com

At this time, please direct any further inquiries about this matter to that office. Please feel free to contact our office with any additional questions or concerns you may have.

Sincerely,

Lauren Jandl  
Consumer Advisor

Vermont Attorney General's Office  
Consumer Assistance Program  
109 State Street  
Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov  
Phone: 1-800-649-2424 / 802-656-3183

-----Original Message-----

From: [REDACTED]  
Sent: Tuesday, October 11, 2016 8:03 PM  
To: Consumer  
Cc: [REDACTED]  
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by

CAP-1055

06/25/2021

Tuesday, October 11, 2016 at 20:03:02

---

email: [REDACTED]

Intake Number: 05446

Name: Mathew Hourigan

Street: 409D Dalton Drive

City: Colchester

State: Vermont

ZIP: 05446

Phone: [REDACTED]

Age: [REDACTED]

Senior: No

Veteran or Service Member: No

Business Name: Handy Chevy

Business Person: Scott Bedell

Business Street: 699 Highgate Road

Business City: St. Albans

Business State: Vermont

Business ZIP: 05478

Business Phone: 802-528-2132

Business E-mail: sbedell@handycars.com

Business Type: dealer

Year: 2014

Make: Subaru

Model: WRX

New or Used: Used

Inspection Sticker Number Date Color: Not Sure

Inspection Location: Handy Chevy I believe

CAP-1056

06/25/2021

Date Purchased: 1/26/2016

Purchase Price: 23,500 + tax title reg

Milage at Purchase: 12,800

Milage Current: 24,300

Warranty Status: Manufacturer's Full

Warranty Terms: Ramined of the factory 5 year 60k mile driver train warranty

Buyer's Guide: No

Warranty Repairs: Yes

Repair Cost: estimated \$9000

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Repair

Complaint: Please reference previous complaint RE#2016-07179

I started this complaint with Subaru of America (SOA) and Twin City Subaru based on the denial letter from SOA. They never explained the reason for denial beyond stating the there was a "lack of lubrication". This was absurd and I showed the proof of oil changes. Once I involved the VT States Attorney General's office I received a yet another official denial letter but this time stating that the car was previously modified and denied warranty based on that. This is the first time in the 4 months since it's been out of commission that they have given a specific reason. Now I feel that I have a case against Handy Chevy for selling me a car that the factory was voided before I purchased it. As stated in the other complaint, I have not modified this car in anyway aside from adding interior floor lighting. I financed [REDACTED] dollars to buy this car with the understanding (Stated in sales contract) that it came with the balance of the factory warranty. I had this vehicle fo!

r 4.5 months and put 12k miles on it before the engine went. I had the car towed to a Subaru dealer, where they pulled and completely disassembled the engine, then telling me that I would need to write a check for \$9000 to put it back together.

This has caused an unimaginable hardship on me and my family. I am looking for Handy Chevy to pay for an authorized Subaru Dealer to replace this engine and compensat me for the hardship this has caused. I am a sales professional, I work on the road and out of my vehicle. For the first month and a half I had to ride my motorcycle in all weather conditions. This was a major issue as it limited my ability to fulfill my normal duties such as delivering printers or carrying any cargo. I then purchased a \$500 van that I had to spend another \$1000 on to get it on the road. This set me back on all of my loan payments, I have still not recovered. Now I am insuring a third vehicle and storing the Subaru. This nightmare could all have been avoided if I had been told this vehicle had been modified before I purchased it. I wouldn't have purchased it!! When I called Handy's a few months back to get the original images from their website for my records (they no longer had them), I sp!

oke with Scott Bedell, and he was the guy who helped me at the time of purchase. As I described my nightmare story that was unfolding he did mention that when the car was traded in it did have "COBB" stickers and a COBB license plate frame on it. This would indicate that it was likely modified. We both agreed off the record that it likely was. If you know anything about WRXs then you would know if it had those stickers on it, it's been modified. Also, I was under the impression that an older gentleman had

owned based on the YouTube video (I have a copy) they posted stating that fact. After I had already signed the paperwork at the dealership, it was informed that a 16 year old kid had owned it for the first 90% of its short life. The older guy had it for 3 months then traded it in.

I have been sold a car that was modified, abused and traded in. Not fair and I demand a resolution.

Mat Hourigan

Loss: \$9000 +

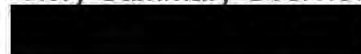
Relief Requested: \$15000

Found By: VT State Attorney General website

---

#04 - Burlington Subaru

History Summary Overview



WIP	RO#	Date	Mileage	Adv/Tech	Line	Opcode	Type	Description
	22799	08/05/2015	11,389	586				
				A86	A	15000SVC	C	15,000 MILE SERVICE - CUSTOMER STATES - LEVI
				A86	B	153548	W	BRAKE LINE CORROSION CAMPAIGN
				A86	C		C	CUSTOMER STATES - THE VENT ON FRONT BUMF
	72816	12/22/2014	7,335	488				
				A99	A	11250SVC	C	CUSTOMER STATES 11 250 MILE SERVICE
	59650	07/11/2014	3,198	284				
				A09	A	3000SVC	C	CUSTOMER STATES 3000 MILE SERVICE 87
	49368	02/15/2014	22	284				
				A14	A	CFD	I	CLEAN FOR DELIVERY
	46844	01/08/2014	7	488				
				108	A	PDI	I	PRE DELIVERY INSP
				108	B	PDIPART	I	PDI PARTS
				108	C	VSI2	I	VT STATE INSPECTION OBDII
				108	D	ETCH	I	WINDOW ETCHING
					E	9999	I	SUBLINE
				108	F	CLEAN	I	CLEAN UP

V.I.N. ....  
Owner Name..... HOURIGAN;MATHEW D  
Street Address....  
City..... COLCHESTER State VT Zip 05446  
Telephone.....  
Other Phone No....  
E-mail Address....  
Cust. Control No. 050085 (Only Needed for Charge Sales)  
Salesperson..... SB Delivery Date... 01/26/16 Delivery Miles.. 12824

----Activity-----  
| No.R.O.'s 0 |  
| Total\$\$ 0 |  
| Lstsr 01/26/16 |  
| Miles 12830 |

----- Vehicle Information -----  
Year..... 14 Make..... SUBARU  
Model..... IMPREZA WR Color..... BLUE  
Plate No..... Stock No.... 54589A  
Key No. Ign..... Key No.Trk..  
InServiceDate... 00/00/00 Prod. Date.. 00/00/00  
Warranty Type... Warr.Expires. 00/00/00 Miles 0  
\*MILES OUT\*..... OIL TYPE USE.....  
PURCHASED ..... CUST. TYPE .....  
ServAdvisor..... Tech/Team Cd.

Vin ID#: Repair Order#: 83725 Status Cd: C  
RO Date: 10/26/15 Inv Date: 10/30/15 Mileage: 12824 Act/Est: A Serv Adv: JOE  
Control#: S0046506 Inv Letter: G/L Group: 1 Coupon\$: 0.00 ShopChg: Y Cust Chrg 1: N Cust Chrg 2: N  
GOG(1) 0.00 WarrType: Auth#:  
GOG(2) 0.00 SCDeduct\$ 0.00 Taken\$: 0.00  
GOG(3) 0.00 Lab\$: 00 Part\$: 00 Pay Type: C

Line#: A OperNo: UCD FailCode: Hours: 1.50 Rate: 3 Amount\$: 112.50 Tech: B26 Tax Override: Labr Prts  
PayType: I Sp G/L#: FP: CondNo: 0 Part\$: 48.62 Sublet\$: 0.00 Misc\$: 10.00 Misc Tax\$: 0.00  
OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:  
Com PERFORM UCD LIST AND GENERAL SERVICE. TO VSI STANDARDS, tire tread depth and brake pad thickness \*\*\*\*\* UPDATE VERMONT  
STATE INSPECTIONSTICKER\*\*\*\*\*

- Cor UCD  
1) oil, lube and filter  
2) VSI (need front window tint removed)  
3) perform UCD inspection

Part Number: 25014422 Desc.: FILTER Type: I Qty: 1 Cost: 3.49 Price: 6.98  
T-Price: 6.98 G/L#:   
Part Number: 19293002 Desc.: SW30 DEXOS1 SYNTHETI Type: I Qty: 5 Cost: 2.96 Price: 6.96  
T-Price: 34.80 G/L#: 491  
Part Number: VSI Desc.: STICKER Type: I Qty: 1 Cost: 5.00 Price: 6.84  
T-Price: 6.84 G/L#:   
Misc Charge: shop supplies Qty: 1.0 Cost: 0.00 Price: 10.00  
T-Price: 10.00 G/L#: 061D

Line#: B OperNo: CPASS FailCode: Hours: 4.00 Rate: 3 Amount\$: 173.42 Tech: B5 Tax Override: Labr Prts  
PayType: I Sp G/L#: 464B FP: CondNo: 0 Part\$: 0.00 Sublet\$: 0.00 Misc\$: 16.58 Misc Tax\$: 0.00  
OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:  
Com Complete Recon Passenger Car \$190.00Chevrolet unit  
Misc Charge: Base Recon Supplies Qty: 1.0 Cost: 0.00 Price: 16.58  
T-Price: 16.58 G/L#: 061E

Line#: C + OperNo: FailCode: Hours: 0.50 Rate: 3 Amount\$: 42.50 Tech: B5 Tax Override: Labr Prts  
PayType: I Sp G/L#: FP: CondNo: 0 Part\$: 0.00 Sublet\$: 0.00 Misc\$: 0.00 Misc Tax\$: 0.00  
OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:

VIN [REDACTED] RO 83725 A Service System - History RO Line HISTORY3

OpCode UCD FailCode Failed Part  
Com PERFORM UCD LIST AND GENERAL SERVICE. TO VSI STANDARDS, tire tread  
depth and brake pad thickness \*\*\*\*\* UPDATE VERMONT STATE MORE  
Cau

Cor UCD  
1) oil, lube and filter MORE  
Hours 1.50 Labor 112.50 Misc 10.00 Parts 48.62 Sublet 0.00  
Rate 3 Tech B26 Pay Type I Sp G/L# Orig Op Orig RO#  
Tech Notes: Last Upd 10-29-2015@16:16  
Story: Version 0 Created 00/00/00@00.00 Tax Override: Labor Parts

F1=PrevScr, Enter=NextOp, F3=Part/Sublet, F4=CCC, F5=MiscChg, F6=MoreOpts









AUTO/MATE, INC.  
HISTPRNT  
PAGE 2

COMPANY: 01 HANDY CHEVROLET INC  
SERVICE MERCHANDISING  
HISTORY PRINT

RUN DATE: 07/14/2016  
RUN TIME: 11:57

Vin ID#: [REDACTED] Repair Order#: 83725 Status Cd: C  
Com remove window tint.  
.50 hours




- 
**Mar 30, 2016** **\$36.76** >  
 13.62 gal    21.9 MPG    \$2.699/gal
- 
**Mar 24, 2016** **\$39.00** >  
 14.45 gal    14.5 MPG    \$2.699/gal
- 
**Mar 19, 2016** **\$38.00** >  
 14.08 gal    15.8 MPG    \$2.699/gal
- 
**Mar 15, 2016** **\$38.80** >  
 14.38 gal    15.7 MPG    \$2.699/gal
- 
**Mar 11, 2016** **\$30.00** >  
 11.54 gal    17.1 MPG    \$2.599/gal
- 
**Mar 9, 2016** **\$32.95** >  
 12.78 gal    21.9 MPG    \$2.579/gal
- 
**Mar 4, 2016** **\$55.00** >  
 Oil Change    17,000
- 
**Mar 4, 2016** **\$29.29** >

<

## Subaru WRX

i
>


41 Entries
19.4 MPG
\$1,394.81



All

Gas

Service



13.15 gal 24.1 MPG \$2.9193/gal

 **May 13, 2016** **\$31.31** >

10.73 gal 24.6 MPG \$2.91908/gal

 **May 11 2016** **\$39.04** >

**Subaru WRX** ⓘ

< 41 Entries 19.4 MPG \$1,394.81 >

⚙️ All Gas Service ↻

●○○○○ AT&T 📶 11:28 AM ↗ 85% 🔋

< Gas Cubby Edit

**Service @ Morbeys**

Services	Oil Change
Date	3/4/16, 8:37 PM
Vehicle	Subaru WRX
Total Cost	\$55
Payment Type	Debit
Odometer	17,000



Date:



Wednesday, July 05, 2016 11:46:31 AM

Attachments:

JMG\_S836.PNG  
JMG\_S837.PNG  
JMG\_S838.PNG

Mat Hourigan, Produ[REDACTED]

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[REDACTED]

AT&T

11:36 PM

37%

< Accounts

Account History

Sat, Mar 5



Store: 1287

Page: 1

Advance Auto Parts

Date: 7/13/2016



Time: 3:46PM




Customer Transaction Reprint


Customer Name:					
Customer #:	0	Register:	4	SalesPerson 1:	569513
Tx #:	6825	Drawer:	1	SalesPerson 2:	0
Date:	3/04/2016	TM:	569513	SalesPerson 3:	0


SKU	Description	Quantity	Price	Extended
10557799	WX OIL FLTR LD 1 E	1	8.39	8.39
			Total Due:	51.77
11150912	OIL 5W30-SYNTHETIC	1	39.99	39.99
			Total Due:	51.77
	TAX 7 @	1	3.39	3.39
			Total Due:	51.77
			Total Due:	51.77
	Debit Card			51.77
			Total Due:	51.77


Transaction Comments:



All
Gas
Service




Gas Cubby




- 
**Jun 8, 2016**
**\$39.39**
>


13.59 gal \$2.899/gal
- 
**Jun 3, 2016**
**\$70.00**
>


Oil Change 23,800
- 
**Jun 2, 2016**
**\$29.14**
>

10.05 gal 14.7 MPG \$2.899/gal
- 
**May 29, 2016**
**\$34.74**
>

11.98 gal 15.5 MPG \$2.899/gal
- 
**May 22, 2016**
**\$34.34**
>

11.45 gal \$2.99913/gal
- 
**May 20, 2016**
**\$35.08**
>

12.72 gal 22.0 MPG \$2.75895/gal
- 
**May 19, 2016**
**\$37.37**
>

12.58 gal 21.1 MPG \$2.97035/gal
- 
**May 17, 2016**
**\$38.38**
>

## Service @ Morbeys

Services	Oil Change
Date	6/3/16, 7:44 PM
Vehicle	Subaru WRX
Total Cost	\$70
Payment Type	Debit
Odometer	23,800

[REDACTED]

[REDACTED]

[REDACTED]

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2021



# Advance Auto Parts

Service is our best part.

Store # 01287  
(802) 660-9796  
861 WILLISTON ROAD  
S. BURLINGTON VT 05403

6/02/2016 13:24:42 REG 04

Cashier: Natalie G.

ITEM	QTY	PRICE	TOTAL
=====	====	=====	=====
FILTER OIL MOBIL 1 EA M 16670000			
M1108	1	\$12.99	\$12.99
30 DAY REPLACEMENT IF DEFECTIVE			
2014 Subaru Impreza WRX			
2.5L - 2458 H4 FI Turbo EJ255			
OIL 5W30 SYNTHETIC 1 QT 8070001			
01530	2	\$9.99	\$19.98
Sub Total			\$32.97
T1 Tax @		7.0000%	\$2.31
Total			\$35.28

### Real Rewards. Real Fast!

Retail customers, Spend \$30 get \$5 off next purchase of \$20 or more. Spend \$100 get \$20 off next purchase of \$50 or more. Rewards sent straight to your email. Fast. Questions? Go to [www.speedperks.com](http://www.speedperks.com).

### Debit Card

Purchase amount	35.28
Cash Back	0.00
Debit Total	35.28
Auth #	999341

Acct # :\*\*\*

\$\$\$\$\$\$\$\$

Browse Sales Slip History | General Information | **Items** | Tenders

Date/Time: 5/29/16 1:16PM  
 Register: 5  
 Tran #: 3786  
 Regular Sale  
 Team Member: 420957  
 Leonard, Brian A  
 Customer:

Quantity: 1  
 Subtotal: 39.99  
 Tax: 2.80  
 Total: 42.79  
 Tended: 42.79

Bill To Address

Ship To Address

ESC Exit	<b>F2</b> Bar Code Number	<b>F3</b> ATL LOG	<b>F4</b> View Photo ID				
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Browsing Items | Store Projects Team: Scott Kidman | Wednesday, July 13, 2016 - 3:33:00

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Show Sales Slip History | General Information | **Items** | Tendere

SKU	Description	Sell Price	Disc (ea)	Qty	Extended	Disc Reason	Orig Store
11150912	OIL 5W30-SYNTHETIC 1 EA RYL	39.99		1	39.99		
	Tax	2.80		1	2.80		

Date of Return	Remote Store	Team Member	Register #	Transaction #

ESC Exit	Bar Code Number	AT LOG	View Photo ID				
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Browsing Items | Store Projects Team: Scott Kidman | Wednesday, July 13, 2016 - 3:33:11

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Browse Sales Slip History | General Information | Items | **Tenders**

Fund Code	Description	Amount
DT	Debit Card	
ZZ	Change	

Tender Comment.

ESC Exit	<b>Bar Code Number</b>	<b>All Log</b>	<b>View Photo ID</b>				
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Browsing Tenders | Store Projects Team: Scott Kidman | Wednesday, July 13, 2016 - 3:33:11



My goal is to be **The BEST!** How am I doing? [Click Here](#)

Thank you

Scott K

Operations Support Analyst II

Browse Sales Slip History | **General Information** | Items | Tenders |

Date/Time: 5/29/16 1:16PM  
 Register: 5  
 Tran #: 3786  
 Regular Sale  
 Team Member: 420957  
 Leonard, Brian A  
 Customer:

Quantity: 1  
 Subtotal: 39.99  
 Tax: 2.80  
 Total: 42.79  
 Tended: 42.79

**Bill To Address**

**Ship To Address**

ESC Exit

F2

Bar Code Number

F3

ATI Log

F4

View Photo ID

Browsing Items

Store Projects Team: Scott Kidman

Wednesday, July 13, 2016 - 3:33:01 PM

CAP-1075

06/25/2021

3:33 PM  
7/13/2016

Browse Sales Slip History | General Information | Items | **Tenders**

Fund Code	Description	Amount
DT	Debit Card	42.79
ZZ	Change	0.00

Tender Comment:

ESC Exit

F2

Bar Code  
Number

F3

ATI Log

F4

View  
Photo ID

Browsing Tenders

Store Projects Team: Scott Kidman

Wednesday, July 13, 2016 - 3:33:06 PM

CAP-1076

06/25/2021

3:33 PM  
7/13/2016

Browse Sales Slip History | General Information | **Items** | Tenders

Sku	Description	Sell Price	Disc (ea)	Qty	Extended	Disc Reason	Orig Store	Orig	^
11150912	OIL 5W30-SYNTHETIC 1 EA RYL	39.99		1	39.99				
	Tax	2.80		1	2.80				

Date of Return	Remote Store	Team Member	Register #	Transaction #	# Returned

ESC Exit	<b>F2</b> Bar Code Number	<b>F3</b> ATI Log	<b>F4</b> View Photo ID						
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Browsing Items

Store Projects Team: Scott Kidman

Wednesday, July 13, 2016 - 3:33:03 PM

CAP-1077

06/25/2021

3:33 PM  
7/13/2016

This CARFAX Vehicle History Report provided free of charge by:



Handy Chevrolet  
699 Highgate Rd  
Saint Albans, VT 05478  
802-524-7097

**SHOW ME THE CARFAX**

## CARFAX<sup>®</sup> Vehicle History Report<sup>™</sup>

An independent company established in 1986

US \$39.99

---

**Vehicle Information:**  
**2014 SUBARU IMPREZA WRX**  
 VIN: [REDACTED]  
 STATION WAGON  
 2.5L H4 SFI SOHC 16V  
 ALL WHEEL DRIVE

**CARFAX Report Provided By:**  
 Handy Chevrolet  
 699 Highgate Rd  
 Saint Albans, VT 05478  
 802-524-7097  
 www.handycars.com

- No accident / damage reported to CARFAX
- 3** Previous owners
- 7** Service history records
- Types of owners: Personal lease, Personal
- Last owned in Vermont
- 12,830** Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 7/9/16 at 10:17:57 AM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

<b>CARFAX</b> Ownership History	Owner 1	Owner 2	Owner 3
The number of owners is estimated			
Year purchased	2014	2015	2016
Type of owner	Personal lease	Personal	Personal
Estimated length of ownership	1 yr. 4 mo.	4 months	5 months
Owned in the following states/provinces	Vermont	Vermont	Vermont
Estimated miles driven per year	---	---	---
Last reported odometer reading	7,335	12,830	---

<b>CARFAX</b> Title History	Owner 1	Owner 2	Owner 3
CARFAX guarantees the information in this section			
<b>Salvage   Junk   Rebuilt   Fire   Flood   Hail   Lemon</b>	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
<b>Not Actual Mileage   Exceeds Mechanical Limits</b>	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem





**GUARANTEED** - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [Register](#) | [View Terms](#) | [View Certificate](#)

### CARFAX Additional History

Not all accidents / issues are reported to CARFAX

**Total Loss**

No total loss reported to CARFAX.

	Owner 1	Owner 2	Owner 3
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Issues Indicated	<input checked="" type="checkbox"/> No Issues Indicated	<input checked="" type="checkbox"/> No Issues Indicated	
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Recalls Reported	<input checked="" type="checkbox"/> No Recalls Reported	<input checked="" type="checkbox"/> No Recalls Reported	
<input checked="" type="checkbox"/> Warranty Active	<input checked="" type="checkbox"/> Warranty Active	<input checked="" type="checkbox"/> Warranty Active	

**Structural Damage**

No structural damage reported to CARFAX.

**Airbag Deployment**

No airbag deployment reported to CARFAX.

**Odometer Check**

No indication of an odometer rollback.

**Accident / Damage**

No accidents or damage reported to CARFAX.

**Manufacturer Recall**

Check with an authorized Subaru dealer for any open recalls.

**Basic Warranty**

Original warranty estimated to have 7 months or 23,170 miles remaining.

Tell us what you know about this vehicle

### CARFAX Detailed History

Glossary

Owner 1	Date:	Mileage:	Source:	Comments:
Purchased: 2014 Type: Personal lease Where: Vermont Est. length owned: 2/8/14 - 6/20/15 (1 yr. 4 mo.)	01/08/2014		Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtonsubaru.com	Vehicle offered for sale
	01/10/2014	7	Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtoncars.com	Pre-delivery inspection completed VIN glass etching Washed/detailed Emissions inspection performed
	02/08/2014		Vermont Motor Vehicle Dept.	Vehicle purchase reported Titled or registered as personal lease vehicle
	02/15/2014	22	Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtoncars.com	Washed/detailed
	02/19/2014		Vermont Motor Vehicle Dept. Swanton, VT Title #0219141201012	Title issued or updated Registration issued or renewed First owner reported Passed safety inspection Vehicle color noted as Blue

07/11/2014	3,198	Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtoncars.com	Recommended maintenance performed
12/22/2014	7,335	Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtoncars.com	Recommended maintenance performed
02/28/2015		Vermont Motor Vehicle Dept. Swanton, VT Title #0219141201012	Registration issued or renewed Passed safety inspection Vehicle color noted as Blue

<b>Owner 2</b>		<b>Date:</b>	<b>Mileage:</b>	<b>Source:</b>	<b>Comments:</b>
Purchased:	2015	06/20/2015		Vermont Motor Vehicle Dept.	Vehicle purchase reported
Type:	Personal				
Where:	Vermont				
Est. length owned:	6/20/15 - 10/26/15 (4 months)	08/05/2015	10,254	Vermont Motor Vehicle Dept. Swanton, VT Title #0805156701009	Title issued or updated Registration issued or renewed New owner reported Passed safety inspection Vehicle color noted as Blue
		10/26/2015	12,824	Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle serviced
		10/26/2015		Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle offered for sale
		12/21/2015	12,830	Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle serviced
		01/26/2016		Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle serviced
		01/26/2016		Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle sold

<b>Owner 3</b>		<b>Date:</b>	<b>Mileage:</b>	<b>Source:</b>	<b>Comments:</b>
Purchased:	2016	01/26/2016		Vermont Motor Vehicle Dept.	Vehicle purchase reported
Type:	Personal				
Where:	Vermont				
Est. length owned:	1/26/16 - present (5 months)	02/05/2016		Vermont Motor Vehicle Dept. Colchester, VT Title #0205164002020	Title issued or updated Registration issued or renewed New owner reported Passed safety inspection Vehicle color noted as Blue

Tell us what you know about this vehicle

Have Questions? Consumers, please visit our Help Center at [www.carfax.com](http://www.carfax.com). Dealers or Subscribers, please visit our Help Center at [www.carfaxonline.com](http://www.carfaxonline.com).



## Glossary

[View Full Glossary](#)

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512; 8,600,823; 8,595,079; 8,606,648; 7,505,838.

7/9/16 10:17:57 AM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2014 SUBARU IMPREZA vehicle (VIN: [REDACTED]), which is based on information supplied to CARFAX and available as of 7/9/16 at 10:17 AM (EDT).

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dealer Signature

\_\_\_\_\_  
Date



Subaru of America, Inc.  
Subaru Plaza  
PO Box 6000  
Cherry Hill, NJ 08034-6000  
1-800-SUBARU3 (1-800-782-2783)  
www.subaru.com

June 29, 2016

Mr. Matt Hourigan

[REDACTED]  
Colchester, VT 05446-3103

Dear Mr. Hourigan:

Thank you for contacting Subaru of America, Inc. I appreciate the opportunity to be of assistance.

Per our conversation on Wednesday 6/29/16, your vehicle has been inspected and it has been determined that the engine repair needed on your 2014 Subaru Impreza WRX would not be a matter for warranty. This failure is not in relation to lack to mechanical defect in the vehicle, but is attributed to lack of maintenance.

I do apologize for any inconveniences. Please let me know if you have any additional questions or concerns

Sincerely,

*Elizabeth Andrews*

Subaru Customer/Retailer Services

Service Request Number: 1-16059419099

This CARFAX Vehicle History Report provided free of charge by:



Handy Chevrolet  
699 Highgate Rd  
Saint Albans, VT 05478  
802-524-7097

**SHOW ME THE CARFAX**

## CARFAX<sup>®</sup> Vehicle History Report<sup>™</sup>

An independent company established in 1986

US \$39.99

---

**Vehicle Information:**  
**2014 SUBARU IMPREZA WRX**  
 VIN: [REDACTED]  
 STATION WAGON  
 2.5L H4 SFI SOHC 16V  
 ALL WHEEL DRIVE

**CARFAX Report Provided By:**  
 Handy Chevrolet  
 699 Highgate Rd  
 Saint Albans, VT 05478  
 802-524-7097  
 www.handycars.com

- No accident / damage reported to CARFAX
- 3** Previous owners
- 7** Service history records
- Types of owners: Personal lease, Personal
- Last owned in Vermont
- 12,830** Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 7/9/16 at 10:17:57 AM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

<b>CARFAX Ownership History</b>	Owner 1	Owner 2	Owner 3
The number of owners is estimated			
Year purchased	2014	2015	2016
Type of owner	Personal lease	Personal	Personal
Estimated length of ownership	1 yr. 4 mo.	4 months	5 months
Owned in the following states/provinces	Vermont	Vermont	Vermont
Estimated miles driven per year	---	---	---
Last reported odometer reading	7,335	12,830	---

<b>CARFAX Title History</b>	Owner 1	Owner 2	Owner 3
CARFAX guarantees the information in this section			
<b>Salvage   Junk   Rebuilt   Fire   Flood   Hail   Lemon</b>	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
<b>Not Actual Mileage   Exceeds Mechanical Limits</b>	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem



**GUARANTEED** - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [Register](#) | [View Terms](#) | [View Certificate](#)

### CARFAX Additional History

Not all accidents / issues are reported to CARFAX

**Total Loss**

No total loss reported to CARFAX.

	Owner 1	Owner 2	Owner 3
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Issues Indicated	<input checked="" type="checkbox"/> No Issues Indicated	<input checked="" type="checkbox"/> No Issues Indicated	
<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	<input checked="" type="checkbox"/> No Issues Reported	
<input checked="" type="checkbox"/> No Recalls Reported	<input checked="" type="checkbox"/> No Recalls Reported	<input checked="" type="checkbox"/> No Recalls Reported	
<input checked="" type="checkbox"/> Warranty Active	<input checked="" type="checkbox"/> Warranty Active	<input checked="" type="checkbox"/> Warranty Active	

**Structural Damage**

No structural damage reported to CARFAX.

**Airbag Deployment**

No airbag deployment reported to CARFAX.

**Odometer Check**

No indication of an odometer rollback.

**Accident / Damage**

No accidents or damage reported to CARFAX.

**Manufacturer Recall**

Check with an authorized Subaru dealer for any open recalls.

**Basic Warranty**

Original warranty estimated to have 7 months or 23,170 miles remaining.

Tell us what you know about this vehicle

### CARFAX Detailed History

[Glossary](#)

Owner 1	Date:	Mileage:	Source:	Comments:
Purchased: 2014 Type: Personal lease Where: Vermont Est. length owned: 2/8/14 - 6/20/15 (1 yr. 4 mo.)	01/08/2014		Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtonsubaru.com	Vehicle offered for sale
	01/10/2014	7	Burlington Subaru Hyundai Burlington, VT 802-660-8099 burlingtoncars.com	Pre-delivery inspection completed VIN glass etching Washed/detailed Emissions inspection performed
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Where:	Vermont				
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		01/26/2016		Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle serviced
		01/26/2016		Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Vehicle sold

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Purchased:	2016	01/26/2016		Vermont Motor Vehicle Dept.	Vehicle purchase reported
Type:	Personal				
Where:	Vermont				
Est. length owned:	1/26/16 - present (5 months)	02/05/2016		Vermont Motor Vehicle Dept. Colchester, VT Title #0205164002020	Title issued or updated Registration issued or renewed New owner reported Passed safety inspection Vehicle color noted as Blue

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512; 8,600,823; 8,595,079; 8,606,648; 7,505,838.

7/9/16 10:17:57 AM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2014 SUBARU IMPREZA vehicle (VIN: [REDACTED]), which is based on information supplied to CARFAX and available as of 7/9/16 at 10:17 AM (EDT).

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dealer Signature

\_\_\_\_\_  
Date



# AUTOCAP

## AUTOMOTIVE CONSUMER ACTION PROGRAM AUTOCAP COMPLAINT CASE RECORD

Date Received: 1/9/15

Case #: 002

Date Closed: 1/21/15

CAP Case#: 2014-11082

### CONSUMER Information:

Name: Emily Paula Date of Acknowledgement: \_\_\_\_\_

Response due: \_\_\_\_\_

### Complaint Category:

Sales  Service  Advertising  Warranty

### DEALER Information:

Name: Handy Chevrolet General Manager: Dan Handy

Date Complaint Sent to Dealer: 1/15/15 Dealer Response Due: 1/25/15

### Notes of case:

1/19/ Rec'd dealer response

1/21 Consumer called stating issue was resolved.

Dealer called the bank and had the bank agree to these terms of contract.

Need for Panel Review: No  Yes  Hearing Date: \_\_\_\_\_

Resolution Process: Staff  Panel  Referred To: \_\_\_\_\_

Resolution: Consumer  Dealer  Consumer/Dealer Comp.  Dropped

Other: \_\_\_\_\_

### Final Case Outcome:

**From:** Jim Lash <JLash@handycars.com>

**To:** vtautocap <vtautocap@aol.com>

**Cc:** Daniel Handy <DHandy@handycars.com>; Jason Rodriguez <JRodriguez@handycars.com>; Ken Hackett <KHackett@handycars.com>; Joe Gratton <JGratton@handycars.com>; Jim Lash <JLash@handycars.com>

**Subject:** Response to Emily Paula complaint

**Date:** Mon, Jan 19, 2015 9:09 am

**Attachments:** 2014-11082-121614-Paula.txt (3K), ATT00001.htm (592), 121714-Paula\_2.pdf (2010K), ATT00002.htm (592), 121714-Paula.pdf (1300K), ATT00003.htm (460)

---

Dear Kim Gauthier,

Regarding the complaint filed by Emily Paula, here's our response...

Emily and Andres Paula purchased a 2011 GMC Sierra truck from us on 12/6/14. This was after they had spent several visits to our dealership, changed vehicles 5 times, and had us re-submit the transaction to [REDACTED] each time because of changes they wanted in the financing, and cash downpayment. Each time, we did secure a financing commitment from the credit union for a 75 month term, along with the credit union's requirement for proof of income for both of them. When they finally did provide proof of income, [REDACTED] than he had told us it would be. When the credit union finally got copies of Andres' income, [REDACTED] ultimately got worked out for them. When [REDACTED] sent us the final approval, the interest rate was slightly lower than the previous approval. Unbeknownst to me, the lender had made a mistake on the last approval and the rate charged should have been higher. I received a call from the credit union telling me the Paulas would have to come in to re-sign the finance contract at the higher rate. This would have increased their payment about \$5.00 per month to the original payment I had quoted them. I called a Vice President at the credit union to question why the Paulas should have to pay for the bank's mistake. The Vice President agreed with me that it was the bank's mistake and they would honor the approval at the lower rate. I did call the Paulas and left a message with the good news when I couldn't get through for a live call. The loan was funded by the credit union with the terms and conditions intact from the December 6<sup>th</sup> approval on December 16<sup>th</sup>, so we feel that the complaint by the Paulas has no merit whatsoever.

Jim Lash

Finance Manager

Handy Chevrolet, Inc

[jlash@handycars.com](mailto:jlash@handycars.com)

802-528-2116

Fax 802-524-9750

**From:** Daniel Handy  
**Sent:** Friday, January 16, 2015 12:19 PM  
**To:** Jim Lash  
**Subject:** Fwd: 2014-11082 Paula

Sent from my iPhone

Begin forwarded message:

**From:** "Daniel Handy" <DHandy@handycars.com>  
**To:** "Jim Lash" [REDACTED] "Ken Hackett" <KHackett@handycars.com>, "Jason Rodriguez" <JRodriguez@handycars.com>  
**Subject:** Fwd: 2014-11082 Paula

Sent from my iPhone

Begin forwarded message:

**From:** "Kim Gauthier" <vtautocap@aol.com<mailto:vtautocap@aol.com>>  
**To:** "Daniel Handy" <DHandy@handycars.com<mailto:DHandy@handycars.com>>  
**Subject:** Fwd: 2014-11082 Paula

Dear Dan,

Attached please find an AUTOCAP complaint from Emily Paula, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Your response can be either emailed, faxed or sent USPS. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller  
AUTOCAP Director  
Fax: (802) 461-2659

**From:** Kim Gauthier <vtautocap@aol.com>

**To:** dhandy <dhandy@handycars.com>

**Subject:** Fwd: 2014-11082 Paula

**Date:** Thu, Jan 15, 2015 1:03 pm

**Attachments:** 2014-11082-121614-Paula.txt (2K), 121714-Paula\_2.pdf (2010K), 121714-Paula.pdf (1300K)

---

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Sincerely,

Marilyn B. Miller  
AUTOCAP Director  
Fax: (802) 461-2659

2014-11082-121614-Paula

From: [REDACTED]  
Sent: Monday, December 15, 2014 3:05 PM  
To: consumer@uvm.edu  
Cc: [REDACTED]  
Subject: Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
[REDACTED] on Monday, December 15, 2014 at 15:05:27

---

email: [REDACTED]

Intake Number: AG14-6094

Name: Emily Paula

Street: [REDACTED]

City: Fairfax

State: VT

ZIP: 05454

Phone: [REDACTED]

Age: [REDACTED]

Senior: No

Veteran or Service Member: No

Business Name: Handy Chevrolet

Business Street: 699 Highgate Rd.

Business City: St. Albans

Business State: VT

Business ZIP: 05478

Business Phone: 800-999-7079

Complaint: My husband and I purchased a 2011 GMC Sierra truck at Handy Chevrolet on Saturday, December 6, 2014. On Friday, December 12, 2014 my husband received a phone call from Jim Nash, finance manager, at the dealership. He told my husband that the [REDACTED] had made a mistake and that we needed to come in that day or the following day to re-sign a new contract. He told my husband that our loan payment and interest rate would be higher and our loan term would be longer. My husband went to the [REDACTED] on Friday afternoon after receiving Mr. Nash's call. They had no record of any changes in the term or interest rate but said that we should speak directly to the loan officer who was working on the loan with the dealership. On Saturday morning I spoke with someone at the [REDACTED] call center. She said that I would need to speak to the loan department on Monday. I called the lender directly today and they told me that they never agreed with Jim Nash to a do 75 month term at [REDACTED]. They agreed to 72 months at [REDACTED].

2014-11082-121614-Paula

Our contract is for [REDACTED] for 75 months. Jim Nash called and left a message for me this morning stating that he needed us to re-sign a new contract.

I plan to send copies of all of our documents from the dealership.

Loss: Unknown at this time

Relief Requested: We want to pay the monthly payment written on the contract for the term and interest rate we agreed to at the time of the purchase.

Additionally, we wish to be compensated for our time.

Found By: online search

---

Facsimile Transmittal Sheet

To: Attorney General's Office - CAP 802-304-1014  
From: Emily Paula  
Date: 12-16-14

Total Number of Pages including Cover Sheet-

Re: Reference # AG 14-6094

Urgent    For Review    Please Comment    Please Reply    Confidential

If the confidential box is checked, the documents accompanying this facsimile transmission are confidential and intended only for the use of the individual to whom the transmission is directed. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the correspondence of this telecopied information is prohibited. If you received this facsimile in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to your office. Thank you for your assistance.



VEHICLE INVOICE  
**CHEVROLET**

**handy Chevrolet**

599 Highgate Road, St. Albans, VT 05478 802/524-8737 800/999-7097 FAX 802/527-0710



22010  
 0027340  
 36532  
 \*

SALESMAN: DM  
 SOLD TO: [REDACTED]  
 ADDRESS: FAIRFAX VT 05454  
 DATE: 12/06/2014

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.
GMC	SIERRA K15 4 DOOR EXT C	USED	DIDMETER 4:1554 [REDACTED] SILVER	11	03/

OPTIONAL EQUIPMENT AND ACCESSORIES

GM CERTIFIED USED VEHICLE  
 1SD:03/04/11

WE CERTIFY THIS TO BE AN ORIGINAL INVOICE FOR THE SALE OF 11 GMC TO [REDACTED]

FAIRFAX VT 05454

STATE OF VERMONT  
 COUNTY OF FRANKLIN  
 BEFORE ME

HANDY CHEVROLET INC  
 NOTARY PUBLIC

SALES TAX	1388.94	NA
REGISTRATION & TITLE	138.50	NA
TOTAL CASH PRICE	25471.44	NA
FINANCE CHARGES	3351.31	NA
INSURANCES	29822.75	NA
TOTAL TIME PRICE		NA
SETTLEMENT:		NA
DEPOSIT		NA
CASH ON DELIVERY	1000.00	NA
TRADE-IN	NA	1000.00
LESS LIEN		
TYPE		
VIN		
PAYMENTS		
MONTHLY PAYMENTS OF		
TOTAL		

# Retail Installment Contract and Security Agreement

**Seller Name and Address** \_\_\_\_\_ **Buyer(s) Name(s) and Address(es)** \_\_\_\_\_ **Summary**  
 No. \_\_\_\_\_  
 Date \_\_\_\_\_

FORM NO. VT-102 (REV. 10/31/10)  
 © 2010 VERMONT DEPARTMENT OF TREASURY  
 ALL RIGHTS RESERVED. SEE STATE FOR DETAILS.

Business, commercial or agricultural purpose Contract

### Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of _____
_____ %	\$ _____	\$ _____	\$ _____	\$ _____

**Payment Schedule.** Your payment schedule is

No. of Payments	Amount of Payments	When Payments are Due
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

**Security.** You are giving us a security interest in the Property purchased

**Late Charge.** If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due

**Prepayment.** If you pay off this Contract early, you will not have to pay a penalty

**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties

**Description of Property**

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
_____	_____	_____	_____	_____	_____

New  
 Used  
 Demo

Other \_\_\_\_\_

### Description of Trade-In

\_\_\_\_\_

### Conditional Delivery

**Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies \_\_\_\_\_

\_\_\_\_\_ The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply

### Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. accessories)	\$ _____
b. Manufacturer's rebate	\$ _____
c. Cash Price (a-b)	\$ _____
d. Trade-in allowance	\$ _____
e. Less: Amount owing, paid to (includes f)	\$ _____
f. Net trade-in (negative if any) here and enter the amount on line f)	\$ _____

### Sales Agreement

**Payment.** You promise to pay us the principal amount of \$ \_\_\_\_\_ plus finance charges accruing on the unpaid balance at the rate of \_\_\_\_\_ % per year from the date of this Contract until maturity. Finance charges accrue on a \_\_\_\_\_ day basis. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at \_\_\_\_\_ % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract

**Down Payment.** You also agree to pay or apply in the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed

You agree to make deferred down payments as set forth in your Payment Schedule.

### Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). \_\_\_\_\_

06/25/2021

**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**Description of Property**

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2007	Hyundai	Elantra	4-Door Sedan		12,345
<input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo					

**Description of Trade-In**

**Conditional Delivery**

**Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies \_\_\_\_\_

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

**Itemization of Amount Financed**

- a. Price of Vehicle, etc. (incl. accessories) \$ \_\_\_\_\_
- b. Manufacturer's rebate \$ \_\_\_\_\_
- c. **Cash Price (a-b)** \$ \_\_\_\_\_
- d. Trade-in allowance \$ \_\_\_\_\_
- e. Less: Amount owing, paid to (includes f) \$ \_\_\_\_\_
- f. Net trade-in (d-e, if negative, enter \$0 here and enter the amount on line i) \$ \_\_\_\_\_
- g. Cash payment \$ \_\_\_\_\_
- h. Deferred down payment \$ \_\_\_\_\_
- i. Other down payment (describe) \$ \_\_\_\_\_
- J. Down Payment (f+g+h+i)** \$ \_\_\_\_\_
- k. **Unpaid balance of Cash Price (c-j)** \$ \_\_\_\_\_
- l. Financed trade-in balance (see line f) \$ \_\_\_\_\_
- m. Service Contract, paid to \$ \_\_\_\_\_
- n. Paid to public officials - filing fees \$ \_\_\_\_\_
- o. Paid to public officials - purchase and use tax \$ \_\_\_\_\_
- p. Paid to public officials - other \$ \_\_\_\_\_
- q. Insurance premiums paid to insurance company(ies) \$ \_\_\_\_\_
- r. \_\_\_\_\_ \$ \_\_\_\_\_
- s. \_\_\_\_\_ \$ \_\_\_\_\_
- t. \_\_\_\_\_ \$ \_\_\_\_\_
- u. \_\_\_\_\_ \$ \_\_\_\_\_
- v. \_\_\_\_\_ \$ \_\_\_\_\_
- w. \_\_\_\_\_ \$ \_\_\_\_\_
- x. \_\_\_\_\_ \$ \_\_\_\_\_
- y. **Total Other Charges/Amts Paid (l thru x)** \$ \_\_\_\_\_
- z. **Prepaid Finance Charge** \$ \_\_\_\_\_
- aa. **Amount Financed (k+y-z)** \$ \_\_\_\_\_

We may retain or receive a portion of any amounts paid to others.

**Insurance Disclosures**

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life **CAP-1097**  
 Single  Joint  None

**Sales Agreement**

**Payment.** You promise to pay us the principal amount of

\$ \_\_\_\_\_ balance  
 at the \_\_\_\_\_ of until  
 maturity \_\_\_\_\_ After  
 maturity \_\_\_\_\_ charges on  
 the \_\_\_\_\_ this  
 Contract \_\_\_\_\_ the

**Truth-in-Lending Disclosure.** You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

You agree to make deferred down payments as set forth in your Payment Schedule.

**Additional Protections**

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

**Service Contract**

Term \_\_\_\_\_  
 Price \$ \_\_\_\_\_  
 Coverage \_\_\_\_\_

**Gap Waiver or Gap Coverage**

Term \_\_\_\_\_  
 Price \$ \_\_\_\_\_  
 Coverage \_\_\_\_\_

\_\_\_\_\_

Term \_\_\_\_\_  
 Price \$ \_\_\_\_\_  
 Coverage \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

**Signature Notices**

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

**Signatures**

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by both parties.

06/25/2007

x \_\_\_\_\_ \$ \_\_\_\_\_  
 y Total Other Charges/Amts Paid (I thru x) \$ \_\_\_\_\_  
 z Prepaid Finance Charge \$ \_\_\_\_\_  
 aa Amount Financed (k+y-z) \$ \_\_\_\_\_

We may retain or receive a portion of any amounts paid to others.

**Insurance Disclosures**

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

**Credit Life**  
 Single  Joint  None  
 Premium \$ \_\_\_\_\_ Term \_\_\_\_\_  
 Insured \_\_\_\_\_

**Credit Disability**  
 Single  Joint  None  
 Premium \$ \_\_\_\_\_ Term \_\_\_\_\_  
 Insured \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: \_\_\_\_\_ DOB \_\_\_\_\_  
 By: \_\_\_\_\_ DOB \_\_\_\_\_  
 By: \_\_\_\_\_ DOB \_\_\_\_\_

**Property Insurance.** You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ \_\_\_\_\_ if you get insurance from or through us you will pay \_\_\_\_\_ for \_\_\_\_\_ of coverage.

This premium is calculated as follows:  
 \$ \_\_\_\_\_ Deductible, Collision Cov. \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ Deductible, Comprehensive \$ \_\_\_\_\_  
 Fire-Theft and Combined Additional Cov. \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

**Liability Insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.**

**Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

By: \_\_\_\_\_ Date \_\_\_\_\_  
**Signature Notice**

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.**

**Signatures**  
 Entire Agreement. You and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 By: \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO RETAIL BUYER. 1. Do not sign this contract in blank. 2. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.**

**By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.**

**Buyer**  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
**Seller**  
 By: \_\_\_\_\_ Date \_\_\_\_\_

[This area intentionally left blank.]

**Assignment.** This Contract and Security Agreement is assigned to \_\_\_\_\_ the Assignee, phone \_\_\_\_\_. This assignment is made  under the terms of a separate agreement made between the Seller and Assignee.  under the terms of the Assignment by Seller section on page 2.  This Assignment is made with recourse.  
 Seller \_\_\_\_\_  
 By: \_\_\_\_\_ Date \_\_\_\_\_

## Additional Terms of the Sales Agreement

**Definitions.** "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections.

**Purchase of Property.** You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

**General Terms.** The Total Sale Price shown in the Truth-In-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you have paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

**Governing Law and Interpretation.** This Contract is governed by the law of Vermont and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

**Name and Location.** Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

**Telephone Monitoring and Calling.** From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

**Default.** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our court costs, disbursements, and reasonable attorneys' fees if referred to an attorney not a salaried employee of the contract holder. You also agree to pay actual and reasonable out-of-pocket expenses incurred after referral in connection with the delinquency, repossession or foreclosure, including but not limited to storage charges, reconditioning expenses and collection expenses.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

**Remedies.** If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the Payment section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in our sole discretion may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to pay

## Third Party Agreement

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

By:

Date

## Assignment by Seller

Seller sells and assigns this Retail Installment Contract and Security Agreement (Contract), to the Assignee, its successors and assigns, including all its rights, title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract.

(Separate Agreement: If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

- This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
- The statements contained in this Contract are true and correct.
- The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- This sale was completed in accordance with all applicable federal and state laws and regulations.
- This Contract is valid and enforceable in accordance with its terms.
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
- Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of nonpayment or nonperformance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compromise or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

**Unless otherwise indicated on page 1, this Assignment is without recourse.**

**With recourse.** If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Contract for the amount of the unpaid balance, including finance charges, due at that time.

06/25/2021

law and this Contract. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of those remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Obligations independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

### Security Agreement

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interest in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate

balance, including finance charges, due at that time.

06/25/2021

Warranty. Warranty information is provided to you separately.

### Security Agreement

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

### Notices

Note: If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.**



GAP Addendum - Standard 150 ML

Contract Number  
GPE238379

This Guaranteed Asset Protection (GAP) Addendum (Addendum) dated 12/6/2014 amends Your Financing Contract. This Addendum is between the Customer/Borrower (I, You, Your) and the Dealer/Creditor (We, Us, Our) or if assigned, with the assignee.

Table with 2 columns: Customer/Borrower and Dealer/Creditor. Fields include Address, City, State, Zip, Vehicle Make/Model/Year, VIN, Date of Financing Contract, Term of GAP, Monthly Pymt., Term of Financing Contract, Maximum Term of GAP, MSRP/NADA, Finance Benefit Limit %, Amount Financed, Interest Rate, State, Zip, and checkboxes for Bailment, Lease, and Used Mileage.

You have voluntarily elected to purchase this Addendum which amends Your Financing Contract. This Addendum is not considered insurance and does not take the place of insurance on the Covered Vehicle. You are responsible for insurance required by the Financing Contract or applicable state law. You are responsible for handling all notifications or insurance claims that are required to be filed with Your Primary Carrier.

The charge to You for this GAP Addendum is \$ 796.00

In the event of a Constructive Total Loss to the Covered Vehicle, the GAP Amount will be Waived pursuant to all of the terms and conditions of this Addendum. You will remain responsible for payment of any items not included in the GAP Amount.

ASSIGNMENT: This Addendum will remain a part of the Financing Contract if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor.

REPORT OF A CONSTRUCTIVE TOTAL LOSS TO THE GAP ADMINISTRATOR. Includes contact information for AHIS (American Heritage Insurance Services) and detailed instructions for submitting benefit requests, including required documentation like insurance policy, police reports, and proof of loss.

YOU MAY PURCHASE THIS ADDENDUM ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT. DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS COVERED VEHICLE. The GAP Amount may decrease over the term of Your Financing Contract and may not extend for the full term of Your Financing Contract.

TERMINATION OF ADDENDUM: This Addendum will terminate on the date Your Financing Contract is scheduled to terminate and no refund will be due. A refund may be due if the Addendum terminates for reasons including but not limited to: 1. Payment in full of the Financing Contract; 2. Expiration of any redemption period following the repossession or surrender of the Covered Vehicle; 3. In the event of a Constructive Total Loss or theft of the Covered Vehicle; or 4. The date the Financing Contract is refinanced.

Customer/Borrower: EMILY J PAULA, Dealer/Creditor: HANDY CHEVROLET, INC. Signature lines and dates (12/6/2014) are present.

YOUR RIGHT TO CANCEL: You have the unconditional right to cancel this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any cancellation occurs within thirty (30) days of the Addendum purchase, you will receive a full refund/credit of the Addendum cost.

DEFINITIONS: Actual Cash Value (ACV), Benefit, Constructive Total Loss. Detailed definitions for each term.



any inspection cost. If the Covered Vehicle is not available for inspection or appraisal the GAP Amount will not be Waived except when the Constructive Total Loss is due to unrecovered theft and a police report has been filed. In the event of a theft where the Covered Vehicle is recovered and returned to the Customer/Borrower after thirty (30) days, any GAP Amount that has been Waived shall be returned to the lender.

■ **Covered Vehicle:** Any four-wheel private passenger automobile, van, or light truck, as described in the Financing Contract, utilized for personal purposes and which is not otherwise excluded from coverage within this Addendum.

■ **Customer/Borrower:** The person(s) named in the Financing Contract receiving a Financing Contract from the Lender.

■ **Date of Loss:** The date on which the Covered Vehicle is stolen or incurs physical damage that is severe enough to constitute a Constructive Total Loss.

■ **Dealer/Creditor:** The entity originating the Financing Contract and who may assign, sell or transfer the Financing Contract to a Lender.

■ **Delinquent Payment:** Any payment, which is paid after the due date stated in the Financing Contract. The Delinquent Payment will be determined as of and limited to amounts past due on the Date of Loss.

■ **Finance Benefit Limit:** The Manufacturer's Suggested Retail Price (MSRP) for new vehicles or the NADA retail value for used vehicles multiplied by the Finance Benefit Limit percentage as stated in this Addendum.

■ **Financing Contract:** means the financing agreement, loan agreement, retail installment contract, or lease agreement, between the Borrower and the Dealer/Creditor. Such agreement may be assigned, transferred to or purchased by a Lender for the purchase or lease of the Covered Vehicle.

■ **GAP Administrator:** The entity designated by the Dealer/Creditor to perform administrative services for this Addendum.

■ **GAP Amount:** The GAP Amount is the difference between the Net Payoff on the Date of Loss and the Primary Carrier settlement but not to exceed \$50,000. The GAP Amount includes the amount of Your physical damage deductible on the Primary Carrier's policy up to \$1,000. In the event there is no Primary Carrier coverage in effect on the Date of Loss, or the Primary Carrier denies coverage or is declared insolvent, or if the Primary Carrier policy limits are less than the Actual Cash Value of the Covered Vehicle, the Lender will only Waive the difference between the Net Payoff as of the Date of Loss and the Actual Cash Value.

■ **Lender/Financial Institution:** Entity to whom the Dealer/Creditor assigns, sells or transfers the Financing Contract.

■ **Net Payoff:** The amount, as of the Date of Loss, as represented by the portion of the Customer/Borrower's unpaid balance according to the original payment schedule of the Financing Contract that is secured by collateral pursuant to all of the terms and conditions of this Addendum.

- The amount does not include any unearned finance charges; lease or Financing Contract charges; late charges; any Delinquent Payments; deferred payments; uncollected service charges; refundable prepaid taxes and fees; disposition fees; termination fees; penalty fees; the recoverable portion of financed insurance charges; or the recoverable portion of financed amounts for unearned insurance premiums or refundable charges (including, but not limited to credit life, vehicle service contracts/warranties and guaranteed asset protection charges) that are owed by the Customer/Borrower on the Date of Loss; and amounts that are added to the Financing Contract balance after the inception date of the Financing Contract.

- On a Financing Contract or lease that does not have Uniform Monthly Payment terms, unless Balloon or Lease is checked on the front of the Addendum, for the full period of the Financing Contract, the Net Payoff amount will be determined as if all payments were distributed evenly on a monthly basis, over the full term of the Financing Contract, and using the original amount financed, interest rate and monthly payment.

- In the event the amount financed exceeds the Finance Benefit Limit at inception date of the Addendum, the Net Payoff will be reduced by the percentage the original amount financed exceeds the Finance Benefit Limit.

- If the Financing Contract exceeds the Maximum Term of GAP, the Net Payoff will be calculated using the Maximum Term of GAP.

■ **Primary Carrier:** The insurance company that is selected by the Customer/Borrower to provide physical damage coverage on the Covered Vehicle; or provides liability coverage to any individual who has caused Your vehicle to incur a Constructive Total Loss. For the purposes of this Addendum, insurance that is forced placed, after the Date of Loss, is not considered a Primary Carrier.

■ **Self-financed - A financing contract/loan/lease that is funded and retained by the selling dealer or an affiliate.**

■ **Settlement Date:** The date the insurance carrier issues payment for the Customer/Borrower's Covered Vehicle for the Constructive Total Loss.

■ **Uniform Monthly Payment:** Installment payments that are equal in amount, except first and final payment, and are due at equal monthly intervals.

■ **Waive:** The cancelling of a debt due on Customer/Borrower's Financing Contract pursuant to all of the terms and conditions of this Addendum.

#### **EXCLUSIONS**

A) Benefits shall not be provided upon the occurrence of a Constructive Total Loss:

1. when a date of loss is prior to the date of the Addendum.
2. for any amounts deducted from the insurance carrier's settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage, towing and storage and other condition adjustments.
3. to a vehicle used for commercial purposes including but not limited to transportation of persons or property for hire, compensation, profit, or in the furtherance of a commercial enterprise which includes but is not limited to one or more of the following: 1. a business name is permanently displayed on the vehicle; 2. vehicle is declared or deducted on federal income tax as a business vehicle; and 3. the primary insurance for the vehicle is a Business Auto Policy or Commercial Vehicle Policy. Share-the-expense car pools are not considered a commercial purpose.
4. when a Constructive Total Loss occurs during or after confiscation of Covered Vehicle by a government body or public official.
5. when a Constructive Total Loss is caused by theft, where an accident/police report has not been filed.
6. when a Constructive Total Loss is a result of being operated, used, or maintained in any race, speed contest, or other contest.
7. when a Constructive Total Loss occurs during or after the Covered Vehicle has been repossessed by a Lender or placed in the Lender's or its employee's or agent's possession.
8. when a Constructive Total Loss results directly or indirectly from any fraudulent, deceptive, illegal, or criminal act by You, whether acting alone or in collusion with others.
9. when a Constructive Total Loss may reasonably be expected to result from intentional or criminal acts of a Customer/Borrower or their permissive user while committing a felony, including but not limited to DUI/DWI, or while seeking to evade lawful apprehension or arrest by a law enforcement official. No GAP Amount will be Waived until the charge has been dismissed or adjudicated not guilty.
10. when a Constructive Total Loss occurs prior to a final Finance Contract approval.
11. unless a Constructive Total Loss occurs within: 1. the United States of America, its territories or possessions; 2. Canada; or 3. being transported between any of the previously stated.

B) Benefits shall not be provided for the following items:

1. when the Customer/Borrower purchased coverage after the effective date of the Financing Contract.
2. the following vehicles which are excluded from coverage: Any vehicle in excess of 12,500 lbs GVWR, Daewoo, Bentley, Lamborghini, Lotus, Maserati, Ferrari, Rolls Royce, Yugo, Aston Martin, RV's, boats, ATV's, snowmobiles, motorcycles, and trailers.
3. for any vehicle with a salvage or rebuilt title as of the effective date of the Finance Contract or for which title has been changed or re-issued as salvage or rebuilt prior to the Date of Loss.
4. to special carpeting, furniture, bars, audio, video, or data equipment, cooking and sleeping facilities, customized paint, or any equipment installed to overcome a physical handicap, trailers, special commercial usage optional equipment, accessories and body components. This exclusion does not include: factory approved conversion packages and dealer installed options usually included in used car value guidebooks or attributable to standard or optional equipment available from the manufacturer of the Covered Vehicle.
5. a vehicle with a Manufacturer's Suggested Retail Price (MSRP) or NADA retail value of more than \$100,000, or if the Amount Financed exceeds \$100,000.
6. a Financing Contract or lease that is Self-Financed.
7. a vehicle classified as a lemon and has not been corrected.
8. a Financing Contract that requires the first payment to be made more than fifty-two (52) days from the date of the Financing Contract.
9. A Financing Contract or lease that is funded and retained by the selling Dealer/Creditor or an affiliate of the Dealer/Creditor unless the financial institution is authorized by the GAP Administrator to offer a GAP Addendum on a Financing Contract.

**ARBITRATION** It is understood and agreed that the transaction evidenced by this Addendum takes place in and substantially affects interstate commerce. All disputes between the parties are subject to binding arbitration, including disputes concerning the arbitrability of disputes, disputes related to the making or administration of this Addendum, disputes regarding recovery of any Benefit or refund under this Addendum, and disputes arising out of or relating in any way to the sale or marketing of this Addendum. In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation. The parties agree to contact each other about a dispute before initiating any legal action. If the parties are unable to resolve any dispute through informal negotiations, the parties agree to submit all disputes to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises. All preliminary issues of arbitrability of any dispute will be decided by the arbitrator. The arbitration shall take place in Your County of residence unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the Commercial Arbitration Rules of the AAA. AAA rules and forms will be obtained and all claims shall be filed at [www.aadr.org](http://www.aadr.org) or at any AAA office.

1. The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
2. It is understood and agreed that the arbitration shall be binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUE US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS ADDENDUM, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US. The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. You agree not to participate as a representative or member of any class of claimants proceeding against Us in a judicial forum or in an arbitral forum. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
3. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Addendum or any prior Addendum, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

**FRAUD AND MISREPRESENTATION** This Addendum is issued in reliance upon the truth of all representations made by You. A GAP Amount will not be Waived as to any Financing Contract where You: 1. Intentionally concealed or misrepresented any material fact; 2. Engaged in fraudulent conduct; or 3. Made a false statement relating to submitting a Benefit request. If You have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after the Benefit request, this Addendum may be voided and all charges will be returned. All refunds are the responsibility of the Dealer/Creditor.

**STATE PROVISIONS**

- Illinois: Exclusion A9 is amended as follows: "DUI/DWI, or" is deleted.
- Kansas, Indiana, Louisiana, Missouri, New Mexico, Vermont and Wisconsin: The cancellation fee is not applicable.
- Kansas: The EXCLUSIONS SECTION is amended by deleting exclusion A8. Exclusion A9 is amended as follows: "while committing a felony, including but not limited to DUI/DWI, or" is deleted. The ASSIGNMENT section is deleted and replaced with the following: ASSIGNMENT: This addendum will remain a part of the Financing Contract with no subrogation rights against the Customer/Borrower, if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor.
- Louisiana: Exclusion A2 is amended as follows: "wear and tear" is deleted.
- Nebraska: This Addendum is not regulated by the Department of Insurance.
- Tennessee: The cost of this Addendum is not regulated and You have the responsibility to determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum.
- Utah: This Addendum is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Addendum may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114.
- Vermont: We must assign, sell or transfer, within fifteen (15) business days, the Financing Contract to a Financial Institution/Lender as defined in subdivision 11101(32) of Title 8 or a credit union or entity licensed under subdivision 2201(a)(1) or (3) of Title 8 or this Addendum is void and You will receive a full refund of the charges of this Addendum.
- Washington: 1. Any refund of the purchase price for an Addendum that was included in the financing of the Covered Vehicle or vessel may be applied by the Lender/Financial Institution as a reduction of the overall amount owed under the Financing Contract, rather than applying the refund strictly to the GAP charge for this Addendum. 2. The Guaranteed Asset Protection Addendum is not credit insurance, nor does it eliminate the Customer/Borrower's obligation to insure the Covered Vehicle as provided by laws of this state. Purchasing a GAP Addendum does not eliminate the Customer/Borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. 3 The sentence "All preliminary issues of arbitrability of any disputes will be decided by the arbitrator." is deleted from the Arbitration Provision.
- Wisconsin: 1. The Arbitration provision is amended as follows: the following four sentences are deleted: a) "In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation." b) "The parties agree to contact each other about a dispute before initiating any legal action." c) "All preliminary issues of arbitration will be decided by the arbitrator." and d) "The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages." 2. Class Action or any other collective or representative claims are not prohibited under this provision. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid to the extent not prohibited by the Wisconsin Consumer Act. 3. A cancellation refund within the first thirty (30) days will also include the amount of the applicable finance charge. 4. TERMINATION OF ADDENDUM SECTION is amended as follows. The last sentence, "You must request a refund, in writing, except where prohibited by law, from the Dealer/Creditor for any terminating event" is deleted. 5. The following sentence is deleted "You acknowledge that this Addendum supersedes any other representations made" and is replaced with "This Addendum is intended to be the complete and final statement of the terms and conditions governing the relationship between You and the Dealer/Creditor."

**GAP CANCELLATION REQUEST FORM:** Return document to: American Heritage Insurance Services, 1776 American Heritage Life Dr., Jacksonville, FL 32224. Attn: Cancellation Dept. Phone: 800.621.4871 Fax: 866.398.9021 email: [cancellations@allstatesdealerservices.com](mailto:cancellations@allstatesdealerservices.com). Please complete ALL sections of this form and submit along with a copy of the Guaranteed Asset Protection (GAP) Addendum.

**SECTION A - DEALER INFORMATION (PRINT)**

Account Name \_\_\_\_\_ Today's Date (mm/dd/yyyy) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**SECTION B - CUSTOMER INFORMATION (PRINT)**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Customer Contact Number \_\_\_\_\_ GAP Addendum Number \_\_\_\_\_ VIN Number (Last 6 Digits) \_\_\_\_\_

**SECTION C - REASON FOR CANCELLATION (PRINT)**

To process this cancellation request, the following supporting documentation is required:

Customer Request - Attach correspondence or customer signature below

Repossession - Attach proof of repossession from lienholder

Other, please explain \_\_\_\_\_

(Please include any supporting documentation)

Date Received by Dealer \_\_\_\_\_

Repossession Date \_\_\_\_\_

Other Date \_\_\_\_\_

**SECTION D - SIGNATURES**

Dealership Personnel Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Customer Signature (if required, see Section C above) \_\_\_\_\_ Date \_\_\_\_\_

VERMONT FEDERAL CREDIT UNION

ACCOUNT TYPE

All of the terms, conditions, form of account ownership, account selection and other information indicated on this card apply to all of the accounts listed below unless the credit union is notified in writing of a change.

<input type="checkbox"/> Share/Savings	Suffix* _____	<input type="checkbox"/> Money Market	Suffix* _____
<input type="checkbox"/> Share Draft/Checking	_____	<input type="checkbox"/> Living Trust	_____
<input type="checkbox"/> Share Certificate	_____	<input type="checkbox"/> Other	_____

\*The account number for each of the accounts listed above consists of the suffix added to the end of the Member Number listed Below. If this card applies to more than one account of the same type, more than one suffix will be listed for that account type.

MEMBER APPLICATION AND PERSONAL INFORMATION

Member/Owner	EMILY J PAULA	Member No.	_____
Street	_____	SSN/TIN	_____
City/State/Zip	FAIRFAX, VT 05454	Driver's Lic. No	_____
Home Phone	_____	Date of Birth	_____
	Listed _____ Unlisted _____	Password	_____
Work Phone	_____	Employment	_____
E-mail	_____		
Eligibility for Membership	_____		

TAX CERTIFICATION AND BACKUP WITHHOLDING INFORMATION

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number,
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your taxreturn. Cross out item 3 and complete a W-3 BEN if you are not a U.S. person.

AUTHORIZATION

By signing below, you agree to the terms and conditions of the Membership and Account Agreement, Truth-in-Savings Rate and Fee Schedule, Funds Availability Policy Disclosure, if Applicable, and to any amendment the Credit Union makes from time to time. You acknowledge receipt of copy of the Agreement and Disclosure applicable to the accounts and services requested. If an access card or EFT service is requested and provided, you agree to the terms of and acknowledge receipt of the Electronic Funds Transfer Agreement. You also agree; a) that the Credit Union may obtain you credit report for the purposes of verifying the information on this Account Card, determining you eligibility for the account, credit or service(s) noted on this Account Card and identifying additional Credit Union products and services to offer to you; b) that the credit union may obtain your credit report at a later time for the purposes of reviewing and collecting on the account, credit or service(s) noted on this Account Card; c) that the Credit Union may tell others about its credit experiences with you and obtain information from others about your credit history and performance. *The Internal Revenue Service does not require you consent to any provision of this document other than the certifications required to avoid backup withholding.*

X  
S

\_\_\_\_\_  
Signature

12/6/14  
\_\_\_\_\_  
Date

**ACCOUNT SERVICES**

Payroll Deduction/Direct Deposit  
 Overdraft Protection ( Indicate transfer priority below)  
 PC Access/Internet Banking  
 ATM Card  
 Debit Card  
 Audio Response  
 Other \_\_\_\_\_

**ACCOUNT OWNERSHIP**

Designate the ownership of the accounts and responsibility for the services requested.

Individual  
 Joint Account with Survivorship  
 Joint Account without Survivorship

Joint Owner: ANDRES PAULA  
Street: \_\_\_\_\_  
City/State/Zip: FAIRFAX, VT 05454  
Home Phone: \_\_\_\_\_  
Listed:  Unlisted:

Work Phone: \_\_\_\_\_

SSN/TIN: \_\_\_\_\_  
Driver's Lic. No: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Password: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Employment: \_\_\_\_\_

**ACCOUNT OWNERSHIP**

Payable on Death (POD)/Trust Account  All accounts  Designate specific account(s)

Beneficiary/POD Payee: \_\_\_\_\_ Beneficiary/POD Payee: \_\_\_\_\_  
Street: \_\_\_\_\_ Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Agency Print name of Agent: \_\_\_\_\_  
Signature: \_\_\_\_\_ (date) \_\_\_\_\_

UTMA/UMA (as custodian for \_\_\_\_\_ (minor) under the  
Uniform Transfers/Gifts to Minor Act) Minor's TIN/SSN: \_\_\_\_\_

Other \_\_\_\_\_  See Account Authorization Card

**FORGOTTEN? UNTOUSSELED?** See Account Authorization Card See Account Authorization Card

Special Alerts Special Alerts Special Alerts  
Audio Responses Audio Responses Audio Responses



### Express Application

Married Applicants: May apply for a separate account.

**Individual Credit:** You must complete the Applicant section about yourself and the Other section about your spouse if:

1. you live in, or the property pledged as collateral is located in a community property state (AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI),
2. your spouse will use the account, or
3. you are relying on your spouse's income as a basis for repayment. If you are relying on income from alimony, child support, or separate maintenance, complete the Other section to the extent possible about the person on whose payments you are relying.

**Joint Credit:** Each Applicant must individually complete the appropriate section below. If Co-Borrower is spouse of the Applicant, mark the Co-Applicant box.

**Guarantor:** Complete the Other section if you are a guarantor on an account/loan.

Check below to indicate the type of account(s) and type of credit for which you are applying. Married Applicant may apply for a separate account

Account/Loan:  Individual  Joint Amount Requested: \_\_\_\_\_ Purpose/Collateral: AUTO





APPLICANT			OTHER: <input type="checkbox"/> Co-Applicant <input type="checkbox"/> Spouse <input type="checkbox"/> Guarantor		
NAME		MOTHER'S MAIDEN NAME	NAME		MOTHER'S MAIDEN NAME
EMILY J PAULA			ANDRES PAULA		
ACCOUNT NUMBER		SOCIAL SECURITY NUMBER	ACCOUNT NUMBER		SOCIAL SECURITY NUMBER
DRIVER'S LICENSE #		EMAIL ADDRESS	DRIVER'S LICENSE #		EMAIL ADDRESS
BIRTH DATE	HOME PHONE	BUSINESS PHONE	BIRTH DATE	HOME	BUSINESS PHONE
PRESENT ADDRESS		OWN/ RENT	PRESENT ADDRESS		OWN/ RENT
FAIRFAX, VT 05454		LENGTH AT RESIDENCE	FAIRFAX, VT 05454		LENGTH AT RESIDENCE
MORTGAGE/RENT OWED TO:			MORTGAGE/RENT OWED TO:		
MORTGAGE BALANCE	MONTHLY PAYMENT	INTRST RATE %	MORTGAGE BALANCE \$	MONTHLY PAYMENT	INTRST RATE %
HOUSING TYPE RENTS	HOUSING EXPENSE		HOUSING TYPE RENTS	HOUSING EXPENSE 0.00	
COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: MARITAL STATUS: MARRIED			COMPLETE FOR JOINT CREDIT, SECURED CREDIT OR IF YOU LIVE IN A COMMUNITY PROPERTY STATE: MARITAL STATUS: MARRIED		
EMPLOYMENT/INCOME		START DATE	EMPLOYMENT/INCOME		START DATE
NAME AND ADDRESS OF EMPLOYER LAMOILLE NORTH SUPERVISORY UNI			NAME AND ADDRESS OF EMPLOYER DR ROOFING & HOME IMPROVEMENT		
NOTICE ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVELED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.			NOTICE ALIMONY, CHILD SUPPORT, OR SEPARATE MAINTENANCE INCOME NEED NOT BE REVELED IF YOU DO NOT CHOOSE TO HAVE IT CONSIDERED.		

EMPLOYMENT INCOME [REDACTED]	OTHER INCOME SOURCE	EMPLOYMENT INCOME [REDACTED]	OTHER INCOME SOURCE
Citizenship Status: CITIZEN Has the applicant filed for bankruptcy in the past 5 years?		Citizenship Status: CITIZEN Has the Co applicant filed for bankruptcy in the past 5 years?	
STATE LAW NOTICES	<p><b>OHIO RESIDENTS ONLY:</b> The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customer, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.</p> <p><b>WISCONSIN RESIDENTS ONLY:</b> (1) No provision of any marital property agreement, unilateral statement under Section 766.68, or court decree under Section 766.70 will adversely affect the rights of the Credit Union unless the Credit Union is furnished a copy of the agreement, statement or decree, or has actual knowledge of its terms, before the credit is granted or the account is opened. (2) Please sign if you are not applying for the account or loan with your spouse. The credit being applied for, if granted, will be incurred in the interest of the marriage or family of the undersigned.</p>		
	<p>X</p> <p>SIGNATURE FOR WISCONSIN RESIDENTS ONLY _____ DATE _____</p>		
<b>SIGNATURES</b>			
<p>1. You promise that everything you have stated in this application is correct to the best of your knowledge and that the above information is a complete listing of what you owe. If there are any important changes you will notify us in writing immediately. You authorize the Credit Union to obtain credit reports in connection with this application for credit and for any updates, increase, renewal, extension or collection of the credit</p>		<p>received. You understand that the Credit Union will rely on the information in this application and your credit report to make its decision. If you request, the credit union will tell you the name and address of any credit bureau, from which it received a credit report on you. It is a federal crime to willfully and deliberately provide incomplete or incorrect information on loan applications made to federal credit unions or state chartered credit unions insured by NCUA.</p>	
[REDACTED SIGNATURE]	12/6/14 (SEAL)	X [REDACTED SIGNATURE]	12/6/14 (SEAL)
APPLICANT'S SIGNATURE	DATE	OTHER SIGNATURE	DATE

**VERMONT DISCLOSURE  
RELATING TO AMOUNT TO BE FINANCED  
IN A MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT**

<b>Name of Buyer(s)</b> EMILY J PAULA ANDRE PAULA	<b>Date</b> 12/06/2014
<b>Trade-In or Cancellation of Lease</b>  Dealership allowance for trade-in:         \$ <u>1999.50</u>  Amount owed on trade-in or lease as of _____ (date):                     \$ <u>745</u>  <b>EQUITY</b> <input type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE**         \$ _____  **If the EQUITY is NEGATIVE, the amount the Dealer is offering you in trade for your vehicle is less than what is currently owed on your vehicle. You MAY be financing an amount in this transaction that exceeds the CASH PRICE of your new vehicle.	

**THIS DISCLOSURE MUST BE PROVIDED WITH EVERY MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT.**

<b>CASH PRICE</b> of vehicle (rebates, if any, have been deducted in determining the cash price.)	\$ _____
<b>AMOUNT FINANCED</b> on motor vehicle retail installment contract	\$ 
The <b>AMOUNT FINANCED</b> on the motor vehicle retail installment contract as a percentage of the <b>CASH PRICE</b> of the vehicle	 %
Buyer:  _____ Co-Buyer:  _____	Date: <u>12/05/2014</u> Date: <u>12/06/2014</u>

<b>Name of Dealership</b> <b>Street Address</b> <b>City, State, Zip</b> <b>Telephone No.</b>	HANBY CHEVROLET INC 699 HIGHWAY RD SAINT ALBANS             VT   05478 802-241-9737
---	--

# handy Chevrolet

699 Highgate Road, St. Albans, VT 05478 802/524-9737 800/999-7097 fax 802/527-0710



www.handycars.com

DATE 12/06/2014 SOURCE T SALESMAN DUSTAN WHITCOMB DEAL # 0027340 CUST # 047232

CUSTOMER INFORMATION				THE PRICE	
BUYER'S NAME <b>EMILY J PAULA</b>				Purchaser warrants title of Trade-in is NOT marked SALVAGE OR REBUILT. If so marked and not disclosed, sale will be void or subject to renegotiation.	
STREET ADDRESS [REDACTED]				PURCHASER SIGNATURE [REDACTED]	
CITY <b>FAIRFAX</b>	STATE <b>VT</b>	ZIP <b>05454</b>			
S.S.#	D.O.B.				
PHONE HOME [REDACTED]	BUSINESS [REDACTED]				
CELL [REDACTED]	EMAIL [REDACTED]				
CO-BUYER'S NAME <b>ANDRES PAULA</b>					
STREET ADDRESS [REDACTED]					
CITY <b>FAIRFAX</b>	STATE <b>VT</b>	ZIP <b>05454</b>			
S.S.#	D.O.B.				
THE TRANSACTION					
THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY IN THE CONTRACT OF SALE.					
THE VEHICLE					
<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> USED	<input type="checkbox"/> DEMONSTRATOR	YEAR <b>2011</b>	STOCK NO.	
MAKE <b>GMC</b>			MODEL <b>SIERRA K1500 SLE53299A</b>		
BODY <b>4 DOOR EXT C</b>			COLOR <b>SILVER</b>		
SERIAL NO. [REDACTED]			WARRANTY TERMS: BALANCE OF FACTORY WARRANTY GM CERTIFIED VEHICLE.		
DEL DATE <b>12/06/2014</b>			MILEAGE <b>41554</b>		
			#CYL <b>08</b>		
THE TRADE					
YEAR <b>2000</b>	MAKE <b>CHEVROLET</b>	TOTAL		23900.00	
MODEL <b>SILVERADO K1500</b>				TRADE ALLOWANCE	
BODY TYPE <b>3 DOOR EXT C</b>				1000.00	
COLOR <b>SILVER</b>				TRADE DIFFERENCE	
MILEAGE <b>136164</b>				OR SUB-TOTAL	
SERIAL NO. [REDACTED]				22900.00	
PLATE NO.	EXP DATE	#CYL	DOCUMENTATION FEE		
		<b>8</b>	249.00		
THE CLOSEOUT				SUB-TOTAL	
BAL OWING TO				23149.00	
ADDRESS					
ACCT. NO.	GOOD UNTIL	AMOUNT	NA		
INSURANCE				TOTAL TAXABLE PRICE	
INS AGT	PHONE		23149.00		
ADDRESS					
INS CO	EFF. DATE		TAXES AND OTHER FEES		
POL. NO.	<b>12/03/14</b>		SALES TAX 6.000 % +		
COLLISION DEDUCTIBLE				REGISTRATION AND TITLE FEES +	
COMP.				OTHER (ITEMIZE) /GAP INS. +	
LIEN INFORMATION				TOTAL SELLING PRICE	
LIENHOLDER				CLOSE-OUT AMOUNT +	
ADDRESS				SUB-TOTAL	
APR <b>4.150</b>	#MOS <b>75</b>	<input type="checkbox"/> BCL	<input type="checkbox"/> JCL	<input type="checkbox"/> ASH	DEPOSIT -
BUYER'S SIGNATURE				SUB-TOTAL	
CO-BUYER'S SIGNATURE				FINANCE	
ACCEPTED				CASH ON DELIVERY	

06/25/2021





**Important Information**

Here are your Insurance Identification Cards. Please destroy your old cards when the new cards become effective. The card identifies you as a policy holder and provides satisfactory evidence that you carry the necessary Financial Security as required by Vermont Law.

THIS CARD MUST BE CARRIED IN THE POSSESSION OF OR IN THE VEHICLE OF THE NAMED INSURED AT ALL TIMES THAT THE NAMED INSURED IS OPERATING THE VEHICLE AND IS PROOF OF MINIMUM INSURANCE AS PRESCRIBED BY LAW. THIS CARD MUST BE PRODUCED UPON REQUEST OF A LAW ENFORCEMENT OFFICER.

<b>Policy Number</b> [REDACTED]	<b>Effective Date</b> 12-06-14	<b>Expiration Date</b> 05-14-15
<b>Year</b> 2011	<b>Make</b> GMC	<b>Model</b> SIERRA
		<b>Vehicle ID No.</b> [REDACTED]

**Insured:**  
EMILY HEATH AND ANDRES PAULA

Due to space limitations on the ID Card, only the Named Insured and the Co-Insured are listed. For a full list of Drivers covered under this policy, please reference the Driver's Section of your Declarations Page, which is included with your insurance packet.

Please notify us promptly of any change in your address to be sure you receive all important policy documents.

If you would like additional ID Cards, you can log into your policy online at [REDACTED] or call us at [REDACTED]

**What to do at the time of an accident.**

- Do not admit fault.
- Do not reveal the limits of your liability coverage to anyone.
- Exchange contact information; get year, make, model, plate number, insurance carrier and policy number of all involved. Also, identify witnesses and collect contact information.
- Contact the police or 911 if applicable.
- Contact GEICO by calling 1-800-841-3000 or visit [geico.com](http://geico.com) to report the accident.

U-4-VT (01-10)

# CERTIFIED PRE-OWNED

## CHEVROLET BUICK GMC

### Customer Acknowledgement Form

#### 2-Year or 24,000<sup>1</sup> Mile CPO Scheduled Maintenance Plan

All Certified Pre-Owned Chevrolet, Buick, GMC, Pontiac and Saturn vehicles purchased on or after November 1<sup>st</sup>, 2013 now come with the 2-Year or 24,000 Mile CPO Scheduled Maintenance plan. It provides peace of mind by covering the following routine maintenance services:

- ✓ Oil and Oil Filter Changes
- ✓ Tire Rotations
- ✓ MultiPoint Vehicle Inspections

*This program is not to be combined with any other GM service offers. Customers must have their principal residence in the U.S. to participate in this program.*

Fluid top offs are **NOT** covered.

[Redacted] Initial

#### Certified Pre-Owned Bumper to Bumper Limited Warranty

Items that are normally considered "Maintenance and Wear" are excluded from warranty coverage. Examples include, but are not limited to, batteries, brake pads, linings, shoes, rotors, tires or any service or part required to be performed or replaced as recommended by the GM Maintenance Schedule.

[Redacted] Initial

I understand the *Certified Pre-Owned Bumper to Bumper Limited Warranty* and *2-Year or 24,000 Mile CPO Scheduled Maintenance Plan* services outlined above.

[Redacted]	12/06/2014	41554
<i>Vehicle Identification No.</i>	<i>Date of delivery</i>	<i>Mileage at delivery</i>
HANDY CHEVROLET INC SAINT ALBANS VT	[Redacted]	12/06/2014
<i>Dealer Name, City, State</i>		<i>Date</i>
EMILY J PAULA	[Redacted]	12/06/2014
<i>Customer Name</i>		<i>Date</i>

<sup>1</sup> Covers only scheduled oil changes with filter, tire rotations and 27 point inspections, according to your vehicle's recommended maintenance schedule for up to 2 years or 24,000 miles, whichever comes first. Does not include air filters. Maximum of 4 service events. See participating dealer for other restrictions and complete details.



# Dealer Report of Sale – Temporary Registration

DEPARTMENT OF MOTOR VEHICLES  
Agency of Transportation  
dmv.vermont.gov

120 State Street  
Montpelier, Vermont 05603-0001  
802.828.2000  
Toll Free: 888-99-VERMONT

**THIS FORM MUST BE COMPLETED IN FULL AND IS NOT VALID FOR INTRANSIT PERMITS**

Dealer: HANDY CHEVROLET INC Dealer #: 019

Owner(s): EMILY J PERLA ANDRES PERLA

Address: [REDACTED]  
FRIEDMAN, VT 05454

Vehicle: INC CHEVROLET SILVERADO 2500 4X4 2011 SILVER 12/31/2014  
Make Model Year (e.g. 2012) Color Date Purchased

[REDACTED] TRUCK 15400023  
Vehicle Identification Number Auto/Truck Registration Plate #/ Temporary Plate #

Date Issued: 12/06/2014 Date Expires: 02/03/2015

**COMPLETE ONLY IF VEHICLE IS SALVAGE, SALVAGE AND REBUILT, OR TOTALED:**  
 I/We certify that the motor vehicle described above is:  Salvage  Salvage and Rebuilt  Declared a total loss by the insurer. This information has been conveyed to the purchaser, both orally and in writing in accordance with 23 VSA §2093(b) and §2093(c). If this section is completed, Buyer/Lessee please sign here: \_\_\_\_\_

**THE TEMPORARY REGISTRATION EXPIRES 60 DAYS FROM DATE OF ISSUE  
ANY ALTERATIONS WILL VOID THE CERTIFICATE**

Motor Vehicle Trade In:

CHEVROLET 2009 [REDACTED]  
Make Year (e.g. 2009) Plate #

[REDACTED]  
Vehicle Identification Number

Purchase Price \$	22,495.000
Trade-In Credit \$	
Net Taxable Cost \$	
Tax Due \$	
Registration Fee \$	
Transfer Fee \$	
Title Fee \$	
Warranty Fee \$	
Misc. \$	
<b>TOTAL \$</b>	

**A VEHICLE NOT DISPLAYING A VALID VT INSPECTION STICKER MUST BE INSPECTED WITHIN 15 DAYS OF REGISTRATION. YOU MAY USE THIS TEMPORARY REGISTRATION TO HAVE YOUR VEHICLE INSPECTED.**

### ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 61554 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

The odometer reading is the actual mileage  
 The odometer reading reflects the amount of mileage in excess of its mechanical limits  
 The odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY**

Dealer/Lessor Name (Print): HANDY CHEVROLET INC Phone #: 802-524-0730

Dealer/Lessor Address: 600 HIGHWAY RD [REDACTED] FRIEDMAN, VT 05454

Dealer/Lessor Signature: \_\_\_\_\_

Buyer/Lessee Name (Print): EMILY J PERLA ANDRES PERLA

Buyer/Lessee Address: [REDACTED] FRIEDMAN, VT 05454

Buyer/Lessee Signature: \_\_\_\_\_

Date of Statement: 12/06/2014 Date To Lessee: \_\_\_\_\_

Date From Lessee: \_\_\_\_\_

WHITE - DMV

YELLOW - DEALER

PINK - CUSTOMER

## Eligibility

All CERTIFIED PRE-OWNED vehicles (not including Cadillac or HUMMER) and except those explicitly excluded below are eligible for the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) if returned to the selling dealer within the first 3 business days (a business day is when the selling dealer has normal scheduled operations) or 150 miles (whichever occurs first) of delivery. All CERTIFIED PRE-OWNED vehicles (not including Cadillac or HUMMER) are eligible to be exchanged within the first 3 business days or 150 miles (whichever occurs first) of delivery for a vehicle of equivalent value.

The vehicle must currently be owned or leased by the purchaser/lessee of the CERTIFIED PRE-OWNED vehicle (not including Cadillac or HUMMER). The vehicle must be returned in the condition in which it was delivered to the customer without damage or excessive wear and tear. Refer to Vehicle Inspection section below.

## Exclusions

- Fleet purchases and fleet lease vehicles
- Vehicles used for livery, taxi or delivery services
- Customers who exchanged a vehicle under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) within the previous 12 months)
- Vehicles acquired in exchange for a CERTIFIED PRE-OWNED vehicle under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy)
- CERTIFIED PRE-OWNED vehicles that have had non-GM aftermarket accessories installed (e.g., air conditioning, lift kits, wheels, etc.)

## Vehicle Inspection

Any vehicle returned under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) will be inspected by the dealer for damage and excessive wear and tear. If non-warranty repairs equal to or greater than \$300 have been performed or are necessary as a result of the customer's use of the vehicle, the vehicle is not eligible to be returned. If less than \$300, the damage repair estimate will be deducted from the credit amount.

## Valuation of "Trade-in" Vehicle

If the customer trades in their current vehicle as part of the used vehicle purchase transaction, the "Agreed-Upon Trade-In Value" will be used in determining the value to be applied to an equivalent vehicle.

## Other

There may be instances when the customer elects to return a vehicle under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) than orders a replacement vehicle instead of buying/leasing one out of dealer's inventory. In these cases, neither General Motors nor the selling dealer will provide alternate transportation or allow the customer to keep the original vehicle while the replacement vehicle is on order.

## Completion of Sales Transaction Form

The "Sales Transaction Form" must be completed by the sales consultant and signed by the customer at the time of CERTIFIED PRE-OWNED purchase/lease. The purpose of this form is to record the following:

- Customer and dealer awareness of the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) parameters
- Vehicle eligibility/ineligibility
- Customer's acknowledgement of the "Agreed Upon Trade-In Value" at the time of purchase/lease
- Identification of vehicle being purchased/leased

## To complete the form...

1. Check the appropriate vehicle eligibility box
2. Determine if transaction includes a trade-in
  - No trade-in: Enter "None" in the "Agreed-Upon Trade-In Value" space and proceed to step 3
  - Trade-in: Perform the following:
    - Enter the model year, make and model of the trade-in vehicle
    - Enter the trade-in allowance on line # 1
    - Enter outstanding balance of lien to be paid off on the trade-in vehicle on line # 2
    - Subtract trade-in lien amount from trade-in allowance amount and enter amount in the "Agreed Upon Trade-In Value" on line # 3
3. Enter customer and vehicle information for vehicle being purchased or leased and obtain sales consultant and customer signatures.

The customer retains the original copy of the form and the dealer retains the yellow copy for future reference if the customer returns the vehicle.

**CERTIFIED  
PRE-OWNED**  
CHEVROLET BUICK GMC

**CUSTOMER SATISFACTION GUARANTEE**  
**3-Day/150-Mile Certified Pre-Owned vehicle Exchange Policy**

Within the first 3-business days or 150 miles from date of purchase/lease (whichever comes first) the purchaser/lessee may return an eligible CERTIFIED PRE-OWNED vehicle (not including Cadillac or HUMMER) to the selling dealer for an exchange of another eligible CERTIFIED PRE-OWNED vehicle (not including Cadillac or HUMMER) or a "new" GM vehicle if not completely satisfied with the vehicle.

If, during the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) period, the purchaser/lessee chooses to trade in the vehicle listed below to the selling dealer for another eligible CERTIFIED PRE-OWNED vehicle (not including Cadillac or HUMMER) or a "new" GM vehicle, the purchaser/lessee will receive credit for the following amounts paid toward the vehicle returned: the "down payment", the "Agreed-Upon Trade-In Value," and any amounts paid toward the principal balance/capitalized cost of the finance agreement.

If the purchase price of the vehicle being traded for is less than the purchase price of the vehicle being returned, the purchaser will receive credit for the difference. If the purchase price of the vehicle being traded for is more, the purchaser will pay the difference.

**Check one of the following**

Vehicle (refer to VIN below) is eligible for return under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy)

- OR -

- Vehicle is not eligible for return under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy). The reason(s) for the vehicle's ineligibility is (are) (please check the appropriate box below - see Exclusions on reverse for additional details):
- Vehicle is a fleet purchase or fleet lease
  - Vehicle used for livery, taxi or delivery
  - The customer listed below has previously returned a vehicle under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy)

**Trade-in Vehicle - (Original)**

Model Year: 2000 Make: CHEVROLET Model: SILVERADO K1500

"Agreed-Upon Trade-in Value" (\$):

1. Actual Purchase/Trade-in Value NA

2. Less Trade-in Lien NA

3. "Agreed-Upon Trade-in Value" 1000.00

I have read the provisions described on the back of this form and understand the provisions of the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy). If applicable, I understand and acknowledge that the CERTIFIED PRE-OWNED vehicle I am purchasing/leasing is not eligible for return under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy). Furthermore, I understand and acknowledge that if I have previously returned a vehicle under the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy) in the 12 calendar months immediately preceding the date of execution of this agreement, I am not eligible to participate in the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy), notwithstanding my purchase of a CERTIFIED PRE-OWNED vehicle or the Customer Satisfaction Guarantee (3-Day/150-Mile Vehicle Exchange Policy).

Customer Name: EMILY J PAULA Delivery Date: 12/06/2014

Customer Signature: [Redacted] Odometer Reading (at delivery) 41554

Make/Model Type: BMC SIERRA K1500 VIN: [Redacted]

Retail Facility: HANDY CHEVROLET INC BAC Code: 115077

Sales Consultant Signature: [Redacted]

White Copy - Customer Yellow Copy - Dealer