

Consumer Arbitration Program for Motor Vehicles (CAP-Motors) Application for Chrysler Pacifica Stalling Settlement

(Please type or print clearly)

Name: _____

Street Address: _____

City, State, ZIP _____

Phone: _____ (Home) _____ (Work) _____ Other, please specify)

Email: _____

Vehicle Identification Number (VIN): _____

Vehicle Model: _____ Year: _____ Vehicle Purchased New Used

Date purchased: _____ Mileage at time of purchase: _____ Current Mileage: _____

Do you currently own the vehicle? Yes No If no, on what date was the vehicle sold? _____

Selling Dealer: _____ City/State: _____

Servicing Dealer(s): _____ City/State: _____

1. Involved Part or Condition: _____

Describe Unresolved Concern: _____

of times this part/condition has been repaired? _____ # of days out of service? _____

2. Part or Condition: _____

Describe Unresolved Concern: _____

of times this part/condition has been repaired? _____ # of days out of service? _____

3. Part or Condition: _____

Describe Unresolved Concern: _____

of times this part/condition has been repaired? _____ # of days out of service? _____

Please attach additional pages if necessary. Please attach readable COPIES of repair orders.

What do you want done to resolve your concern: _____

In this program the Arbitrator's decision is binding on FCA once it is accepted by the consumer. The Arbitrator's decision regarding a claim for repurchase or replacement is binding on FCA once you accept it. If you reject the decision, you may appeal, but you must pay the fee for the appeal. If you prevail on the appeal, FCA will reimburse the fee. Neither the Administrator nor the Arbitrator involved in a hearing under this program is a necessary or proper party in judicial proceedings relating to the arbitration. Parties to an arbitration shall be deemed to have consented that neither the Administrator nor the Arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with an arbitration under this program.

Signature: _____ Date: _____



CONSUMER ARBITRATION PROGRAM
Administered by DeMars & Associates, Ltd.

Internal Use Only:

FILE NO. _____

Consumer Arbitration Program for Motor Vehicles (CAP-Motors)
Application for Chrysler Pacifica Stalling Settlement – Paper Only
(Please type or print clearly)

Please indicate in which capacity you are filing this claim (Role of the filer).

- I own/lease the vehicle Translator/ Help Attorney

Did you submit to FCA a Notice of Intent to Arbitrate at least 10 calendar days ago?

- Yes No What is the exact date you gave notice?

Do you currently own the vehicle?

- Yes No

If no, on what date was the vehicle sold? _____

Information about the issues your vehicle encountered

Issue #1

Involved Part or condition: _____

Describe the unresolved concern: _____

of service visits to have this part/condition repaired: _____

of days out of service for this part/condition: _____

Mileage at the time of first service visit for this part/condition: _____

Was the repair cost covered by warranty? Yes No

Additional issues with your vehicle? Yes No

Issue #2

Involved Part or condition: _____

Describe the unresolved concern: _____

of service visits to have this part/condition repaired: _____

of days out of service for this part/condition: _____

Mileage at the time of first service visit for this part/condition: _____

Was the repair cost covered by warranty? Yes No

Issue #3

Involved Part or condition: _____

Describe the unresolved concern: _____

of service visits to have this part/condition repaired: _____

of days out of service for this part/condition: _____

Mileage at the time of first service visit for this part/condition: _____

Was the repair cost covered by warranty? Yes No

Information about the resolution you seek

What do you want FCA to do in order to resolve your concern?

Repurchase or Replacement of the vehicle*

Reimburse my costs (but keep the vehicle) Make

***See below for additional information**

Additional comments about what you want from FCA regarding this part/condition: _____

How much do you believe FCA owes you for this part/condition (USD)?: _____

How would you like your hearing to be conducted?

- Documents only (no hearing)
- Video or telephone conference
- In person

You have the option to request an independent inspection of the vehicle, at no cost to you. Would you like to have an A.S.E. certified mechanic inspect your vehicle?

- Yes
- No

*If you choose a REPURCHASE of the vehicle, FCA will:

1. Refund the amount equal to the "actual price paid or payable" by the buyer at the time of purchase as shown on your bill of sale/purchase contract.
2. Refund to you the sales tax; use tax; luxury tax; prepayment penalty; official fees other than those listed; and refund the cost of any credit or other insurance purchased as a part of the purchase.
3. Refund the license, title, smog and tire fees along with documentation fees paid at the time of purchase.
4. Refund any finance charges paid to a lender.
5. Refund all incidental damages awarded by the arbitrator, including but not limited to reasonable repair, towing, and rental car costs.
6. If you have a service contract and have not been reimbursed by the provider, FCA will reimburse you the unused cost of the same.
7. Deduct any cash rebates you received as an incentive to purchase the vehicle and any usage fee (mileage offset) as awarded by the arbitrator.
8. Require that you provide a copy of your original purchase contract.
9. Require that you provide authorization to your lien holder, when needed, to provide FCA with lien payoff information.
10. Require that you transfer a clear title, free and clear of all liens and encumbrances for your vehicle to FCA at the time you receive your refund.
11. Require that the vehicle is free of damages (excluding normal wear and tear and damages caused by the nonconformities) at the time you receive your refund.
12. Require that all original equipment is on the vehicle at the time you receive your refund.
13. Require you to sign a statement to attest to the fact that the vehicle was/was not previously damaged and repaired.
14. If you do not cooperate with these requirements, FCA may be unable to complete the refund transaction.