

# HCUV Limited Warranty

## TRANSFER REQUEST FORM

Hyundai Certified  
Used Vehicles

### Vehicle Information

Vehicle Identification Number (VIN): \_\_\_\_\_ Mileage: \_\_\_\_\_

Year: \_\_\_\_\_ Make: HYUNDAI \_\_\_\_\_ Model: \_\_\_\_\_

### Original Customer Requesting Transfer

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Transfer to

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

A written transfer request and supporting documents must be received within 30 days of the resale of the covered vehicle. **Failure to submit the transfer request or late submission of the transfer request or an incomplete submission (such as missing, incomplete or illegible documents), will result in the denial of Hyundai Certified Used Vehicles (HCUV) Limited Warranty coverage.**

Coverage is afforded to the remaining term of the original HCUV Limited Warranty Provisions. Please attach the following documents to the completed transfer form.

- A copy of the Bill of Sale (must show new and previous owner's signatures, vehicle information and date of sale)
- A copy of the Registration/Title/Ownership paperwork (must show new owner's name, address and vehicle information)
- A copy of the First Page of the HCUV Limited Warranty Provisions

Mail Ownership Transfer Form and all documents (do not send originals) to Hyundai Motor America, Attention to Hyundai Certified Used Vehicles Department, 10550 Talbert Ave., Fountain Valley, CA 92708.

I hereby request the transfer of the HCUV Limited Warranty in accordance with the transfer terms and conditions of the HCUV Limited Warranty Provisions.

Original Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Notice of Binding Arbitration Agreement – IMPORTANT – AFFECTS YOUR LEGAL RIGHTS**

**You agree to resolve any dispute or claim via binding arbitration rather than in court. Please carefully read this agreement to arbitrate, which applies to any dispute or claim between you and Hyundai Motor America (“Hyundai”), Genesis Motor America LLC (“Genesis”), their parents, members, subsidiaries, or other affiliates (together, “we” or “us”).**

You agree that any dispute or claim between you and us arising out of or relating in any way to the advertising/marketing of a Hyundai or Genesis vehicle, the purchase or lease of your Hyundai or Genesis vehicle with the Vehicle identification Number identified below (hereinafter the “Vehicle”), repairs performed under the warranty for the Vehicle, or any warranty provided by us for the Vehicle (including, without limitation, breach of any warranty, lemon law, or other consumer protection statutes), as well as the arbitrability of such claims, will be decided by a binding arbitration administered by the American Arbitration Association (AAA) pursuant to its Consumer Arbitration Rules, the AAA Mass Arbitration Supplementary Rules (as applicable), and the terms of this agreement. **By agreeing to this, you are agreeing that such claims will not be decided by a judge or jury to the maximum extent permitted by law.** The form of the arbitration hearing (i.e., in person or virtual) and its location will be determined in accordance with applicable AAA rules, including the AAA Consumer Due Process Protocol. To learn more about the rules and how to begin an arbitration you may call the AAA at 800-778-7879 or go to [www.adr.org](http://www.adr.org).

In individual arbitrations, we will pay all of AAA’s fees and costs for arbitration, except that you will pay AAA’s arbitration initiation fee, not to exceed \$250. Fee allocation in Mass Arbitrations will be governed by the then-operative AAA Mass Arbitration fee schedule. At the end of any arbitration, the arbitrator may award reasonable attorney’s fees and costs or any portion thereof to either party upon determining that the claim, cross-claim, or defense is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)) to the extent authorized by applicable law.

You and any of us may not bring claims against the other as a plaintiff or class member in any class or representative action. The arbitrator cannot hear class or representative claims on behalf of others purchasing or leasing Hyundai or Genesis vehicles. However, nothing in this section shall prevent you or any of us from participating in a class wide settlement of claims.

If either party attempts to bring or maintain a “Mass Arbitration” as that term is used and defined under the AAA Rules, then the AAA Mass Arbitration Supplementary Rules shall also apply. If more than 150 Mass Arbitration demands are filed against us within 180 days of one another, AAA shall (i) group the arbitration demands into batches of no more than 150 demands per group; and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch. You and we agree to cooperate in good faith with AAA to implement the aforementioned protocol for mass, collective, and/or batch arbitrations with regard to resolution, fees and administration. To the extent AAA does not enforce these batching procedures, the parties agree that AAA shall endeavor to assign multiple proceedings to a single, mutually agreeable merits arbitrator consistent with the AAA Mass Arbitration Supplementary Rules.

All issues are for the arbitrator to decide. The arbitrator shall be bound by this agreement and shall follow the applicable law. The arbitrator shall not have the power to commit manifest errors of law or legal reasoning, and any award rendered by the arbitrator that employs an error of law or legal reasoning may be vacated or corrected by a

court of competent jurisdiction. If any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated. Notwithstanding the above, either you or we may elect to litigate a claim in Small Claims court (or similar limited jurisdiction court) in your city or county of residence if the amount at issue is within the jurisdictional limits of that court.

Any arbitration under this Arbitration Provision, including both the terms of this Agreement and enforcement of this Agreement, shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to the terms of this agreement and any limited right to appeal under the Federal Arbitration Act. Judgment upon any award in arbitration may be entered in any court having jurisdiction.

You may opt out of this arbitration provision within 30 days after signing this agreement by sending a letter to: [OPT-OUT@GMA.COM](mailto:OPT-OUT@GMA.COM) (for Genesis vehicles) or [OPT-OUT@HMAUSA.COM](mailto:OPT-OUT@HMAUSA.COM) (for Hyundai vehicles) stating your name, Vehicle Identification Number, and your intent to opt out of the arbitration provision. If you do not opt-out of this agreement to arbitrate, this agreement to arbitrate supersedes any different arbitration agreement between us, including the arbitration agreement in the Owner's Handbook & Warranty Information.

**YOU AGREE THAT YOU REVIEWED THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING.**

Vehicle Identification Number VIN: \_\_\_\_\_

Purchaser Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Purchaser Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_