

Vehicle Purchase Protection

Overview

The eBay Motors Vehicle Purchase Protection (VPP) program provides protection of up to \$50,000 against certain losses associated with some types of fraud. You are automatically enrolled in the program at no charge when you complete the purchase of an eligible vehicle on the eBay Motors site (motors.ebay.com).

Please understand that the VPP program is not an insurance policy, a solution for buyer's remorse, or a substitute for buyer diligence (i.e. pre-purchase research and inspection). Therefore, we encourage you to perform appropriate research and exercise proper care and judgment in the purchase of any vehicle.

VPP is administered and managed by an independent service provider (the "VPP Administrator") that is not affiliated with eBay Inc ("eBay"). All VPP requests will be administered and processed by eBay and the VPP Administrator. The maximum reimbursement amount per vehicle is \$50,000.

These terms and conditions ("Terms and Conditions") shall govern your participation in the VPP program.

Situations for Which Protection is Offered

VPP offers protection only for losses associated with eligible transactions for qualifying vehicles in the following situations:

- You pay for a vehicle and never receive it.

- You send a refundable deposit for a vehicle and never receive it.

- You pay for a vehicle and receive it but suffer losses because:

 - The vehicle was determined by a law enforcement agency to have been stolen at the time of the end of the listing.

 - The vehicle has an undisclosed or unknown lien against its title.

 - The vehicle make, model or year is different than what was described in the seller's listing at the time you placed your bid or offer.

 - A title is required for the vehicle by your state and the seller's state but you did not receive a title from the seller and it is not possible to obtain a title from the appropriate DMV.

 - The vehicle has a title with an undisclosed salvage, rebuilt/rebuildable, unrebuildable, reconstructed, scrapped/destroyed, junk, lemon, manufacturer buyback, or water damage brand at the time of the

end of the listing. (This protection is not available for vehicles listed in the Dune Buggies, Race Cars or Trailers categories.)

The vehicle is less than 20 years old and has more than a 5,000 mile odometer discrepancy from the mileage as stated in the seller's listing. (This protection is only available for vehicles listed in the Cars & Trucks and RVs & Campers categories.)

The vehicle had undisclosed engine, body, transmission, and/or frame damage at the time of purchase that will cost more than \$1,000 to repair. The cost of repair to any one of those components must exceed \$1,000. For vehicles in the Boats (engine and hull only), Buses, Commercial Trucks, and RVs & Campers categories, the cost of the undisclosed engine, body, transmission, or frame damage must exceed \$1,500. Race Cars are not eligible for this protection.

Situations that are not covered by VPP

The following are some examples of situations that **NOT** protected by VPP:

Maintenance / normal wear and tear

Regular maintenance and fluid levels.

Normal wear and tear, including but not limited to belts, hoses, tires, brakes, bushings, joints, spark plugs and wires, interior features, minor dents, paint chips and scratches.

Deposit issues

Sending a non-refundable deposit for a vehicle and not receiving the vehicle, or a refund, because you chose to not complete the transaction or pay the remaining balance for any reason.

Physical damage

Certain components - Damage to any component other than the engine, transmission, frame or body, including but not limited to the vehicle's interior, exhaust, air conditioner, electrical, suspension, cooling system, turbo charger, fuel system, differential, clutch/torque converter, and/or pollution control devices.

Damage threshold - Damage to an eligible component that does not exceed \$1,000 (or \$1,500 for boats, buses, commercial trucks, RVs and campers).

Damage after purchase - Damage or loss arising during shipping or otherwise after purchase.

Cosmetic damage, such as paint or external surface rust.

Any rust damage on vehicles more than 10 years old.

Unverifiable damage.

Ancillary losses

Punitive claims, lost profits, loss of work, or restocking costs.

Title / ownership issues

Failure to disclose a title brand if another title brand was disclosed in the listing, or if the title was described in the listing as anything but "clear".

Failure to receive a certificate of title for a vehicle that was listed with a title brand or with the title being described as anything but "clear".

Receiving a title that is not signed, is improperly assigned, or receiving a title but not being able to register the vehicle.

Any damage on a vehicle that was listed with a title brand or with the title being described as anything but "clear".

Losses based on a vehicle classified by a law enforcement agency prior to being listed on eBay, as "theft recovery" or "previously stolen".

Other

Buyer's remorse.

Any damage or listing discrepancies that were disclosed to you prior to acceptance of the vehicle.

Any damage that could have been discovered upon a reasonable inspection.

Any damage that does not impact the safety or operability of the vehicle.

Repairs or alterations made by you to the vehicle without the consent of the VPP Administrator.

Inspection costs, warranty fees, taxes paid, or any other fees or expenses that are not expressly covered under these Terms and Conditions.

Transactions occurring directly between the parties (i.e. phone, email, mail, in person, by overnight messenger, etc...) and/or on another website rather than through the eBay website. Note that all transactions occurring through the eBay website (motors.ebay.com) will be confirmed by a message from eBay in your My Messages inbox in My eBay.

Eligibility Requirements

Participation in the VPP program is subject to the following eligibility requirements:

You have successfully completed the purchase of a vehicle* priced at more than \$100 from one of the following categories on the eBay Site:

Car and Truck

Motorcycle

Go Kart, Scooter, and Moped

ATV
Personal Water Craft
Snowmobile
Boat
Bus
Commercial Truck
RV or Camper
Race Car (not street legal)
Trailer (non-RV)
Dune Buggy / Sand Rail

Note: * You will be deemed to have successfully completed the purchase if you receive confirmation in your "My eBay" that you have successfully won, or purchased, an item through an auction, Buy It Now, or Best Offer.

Your eBay account, and the account of the seller, had an eBay Site feedback rating of zero or above as of the listing's end date and your account is in good standing (i.e. not suspended) at the time the reimbursement request is filed.

You have not filed a VPP reimbursement request in the last 6 months.

You, the seller, the vehicle, and the financial institutions on which payment was drawn, and to which payment was made, must have been located in one of the fifty United States or Canada on the listing's end date.

You obtain the VPP Administrator's prior written consent before altering, repairing, selling, or releasing possession of, the vehicle before a determination is made on your Reimbursement Request.

You are able to provide the VPP Administrator with documentation to substantiate all purchase payments, and/or estimates for repair, related to your reimbursement request within 14 days of filing your reimbursement request.

You comply with the filing deadline and requests from the VPP Administrator (regardless of any shipping delays you experience).

Process and Deadlines to Request Reimbursement

eBay has tried to create a simple process through which you can submit a reimbursement request. That said, we find that the basis for many reimbursement requests is often a simple misunderstanding between a buyer and a seller. As a result, we encourage you to first try to resolve any issue through communicating with the seller.

Reimbursement request process

Try to resolve your issues by communicating with the seller.

Submit a [reimbursement request](#) no later than 30 days** after the date that the

listing ended.

Submit all documentation (purchase receipts, repair estimates, etc...) requested by the VPP administrator.

Receive reimbursement determination and payment (if approved).
(Generally no longer than 30 - 45 days).

If you are unable to resolve your issue directly with the seller, you must submit a request for reimbursement to the VPP Administrator using the link above, no later than 30 days** after you purchased the vehicle on the eBay site. In most cases, the VPP Administrator will contact you the next business day to obtain additional details about your request and to discuss the appropriate next steps particular to your request (i.e. required documentation, inspection, etc...). At the discretion of the VPP Administrator, you may be required to substantiate your request by: a) providing damage estimates from no less than two authorized service facilities (at your expense) that are approved in advance by the VPP Administrator and/or, b) allowing the VPP Administrator (at their discretion and their expense) to inspect the vehicle at any time. Note: Any action taken by you during the investigation, without the VPP Administrator's consent, that impairs the VPP Administrator's ability or rights to mitigate any potential loss, will void your eligibility for VPP reimbursement.

eBay and the VPP Administrator will, in their sole discretion, determine whether you are eligible to participate in the VPP program, whether a loss is of the type of fraud that qualifies for a VPP Reimbursement, and the final amount of any reimbursement.

Note:

** There are three situations in which the time for filing a reimbursement request may be extended:

If you learn that your vehicle was stolen, you will have 365 days from the date that the listing ended to file for reimbursement for receiving a stolen vehicle.

If you receive the vehicle but do not receive the title, you will have 90 days from the date that the listing ended to file for reimbursement for not receiving the title.

If you receive the vehicle and learn that it is subject to an undisclosed unpaid lien, you will have 90 days from the date that the listing ended to file for reimbursement for the unpaid lien.

Factors Affecting Reimbursement Amounts

Program maximum (excl. shipping expenses)

The VPP reimbursement amount may not exceed the cost of eligible repairs*** (or eligible devaluation****) and is further limited to the lesser of a) the \$50,000 program maximum or b) the value of the winning bid, But-It-Now price, or accepted Best Offer or Second Chance Offer. *****

Note:

*** In cases of undisclosed engine, transmission, or body damage, the damage amount will be determined by the lower of all replacement/repair estimates from authorized service facilities approved by the VPP Administrator.

**** In the event of year, make, or model misrepresentation, or odometer misrepresentation in vehicles 20 years old or younger, the devaluation amount of the vehicle will be determined by the difference between the eBay Motors purchase price and the NADA average retail value. In cases of extensive devaluation, or where part replacement costs are a significant percentage of the purchase price, the VPP Administrator may exercise their option to reimburse the lesser of the purchase price or the maximum reimbursement amount (\$50,000), and take possession of the vehicle. If you refuse this offer, then the VPP Administrator may offer you a cash settlement of a discounted percentage of the purchase price.

***** Incidental fees or expenses that the buyer and seller negotiate outside of eBay are not covered by VPP.

Additional reimbursement for shipping

If you qualify for a reimbursement and the VPP Administrator takes possession of the vehicle or the vehicle is returned to the seller, you will be reimbursed for shipping fees up to \$800 if you had originally used a licensed shipper to transport the vehicle from the seller to you.

Effect of secondary sources of reimbursement

VPP protection is secondary to any other avenue of recovery. As such, any recoveries reimbursed or credited to you by any third party will be deducted from your request for reimbursement to determine your final payment amount under the VPP program.

If the seller offers you a settlement equal to, or better than, the amount you are eligible to receive under VPP as described, you will not be eligible to receive any payments under VPP.

Miscellaneous

These Terms and Conditions apply to eBay Motors vehicle listings that ended on or after March 31, 2008. For listings that ended before that date, please see the [November 9, 2007 to March 30, 2008](#) or [pre- November 9, 2007 VPP Terms and Conditions](#).

eBay may terminate VPP or modify these Terms and Conditions with or without notice to you. The terms of the VPP program specified on this page at the time when the listing ended for the vehicle that that you purchased will apply. It is your responsibility to periodically review these Terms and Conditions to ensure you are familiar with any changes and the then-current policies.

VPP does not protect purchases on any other eBay website, including eBay's international vehicle marketplaces.