



## ASSIGNMENT OF RIGHTS TO REFUND OR CREDIT OF SALES TAX

Pursuant to §6-2.5-6-9(c), Indiana Code, \_\_\_\_\_ (“Assignor”), as the retail merchant that paid the state gross retail or use tax liability, by and through the undersigned duly authorized corporate officer or other authorized agent or representative, hereby assigns to Santander Consumer USA Inc., formerly known as Drive Financial Services, and all of its subsidiaries, affiliates and assignees (collectively, “Assignee”) any and all rights which Assignor has or will have to a deduction or refund of sales, use or gross retail or use tax paid to the Indiana Department of Revenue for all accounts previously assigned or to be assigned to Assignee. Assignor has not received a refund and will not seek a refund regarding the taxes that are the subject of this Assignment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Dealer’s Legal Name and DBA, if applicable – Assignor

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Indiana Sales Tax Registration Number: \_\_\_\_\_





## QUESTIONS AND ANSWERS REGARDING INDIANA HOUSE BILL 1365

**1. What is House Bill 1365?**

House Bill 1365, which was effective June 30, 2004, allows an assignee – such as Santander Consumer USA Inc., formerly Drive Financial Services – who files an assignment form with the Indiana Department of Revenue to claim a refund or deduction of sales tax previously reported on accounts that have been charged off for income tax purposes.

**2. What is the purpose of the Assignment of Rights to Refund or Credit of Sales Tax?**

This form allows Santander Consumer USA (with its brands Drive® and Santander Auto), as a holder of retail installment sales contracts, to receive sales tax refunds and credits attributable to the unpaid balance on worthless accounts, if any, purchased from your dealership. These refunds and credits are permitted under Indiana law because, while your dealership paid the tax to the State, Santander Consumer USA reimbursed the dealership at the time of the purchase of the financing contract; the customer has failed to make his/her payments and Santander Consumer USA has suffered a financial loss on the transaction. As the holder of the contract, Santander Consumer USA is entitled to a refund of the credit of the sales tax attributable to the unpaid balance owed to Santander Consumer USA Inc.

**3. Why should I (the dealership) not be entitled to a portion of the refund or credit if I sign the Assignment?**

At the time the account goes into default, you are not the owner of the account. Under the law you are not entitled to receive any refund or credit of the sales tax paid to the State. Consequently, you have no right or entitlement to the refund.

**4. What is the impact of this Assignment if in the future I (the dealership) no longer conduct business with Santander Consumer USA Inc. (with its brands Drive and Santander Auto)?**

The Assignment is effective only for contracts/accounts actually purchased by Santander Consumer USA Inc. from you. If the business relationship was to terminate, the Assignment would be valid only for those contracts/accounts purchased prior to the termination date.

**5. Am I (the dealership) obligated to sign the Assignment?**

Yes. Under the terms of the Dealer Retail Agreement between you and Drive / Santander Consumer USA Inc. (successor to Drive Financial Services LP), you assigned to Drive / Santander Consumer USA Inc. your rights to all contracts/accounts purchased from you, and signing this Assignment is required.

