



DEPARTMENT OF THE NAVY

COMMANDING OFFICER
NAVAL BASE SAN DIEGO
3455 SENN RD.
SAN DIEGO, CA 92136-5084

NAVBASESANDIEGOINST 5800.1E
N21M
4 Mar 08

NAVBASE SAN DIEGO INSTRUCTION 5800.1E

Subj: INVOLUNTARY REPOSSESSION OF PRIVATELY OWNED VEHICLES (POV)
ONBOARD NAVAL BASE SAN DIEGO (NBSD)

Ref: (a) California Uniform Commercial Code, Section 9503
(b) California Civil Code, Section 2983.3
(c) JAGMAN, Article 0622

Encl: (1) Certificate of Compliance
(2) Service Member's Voluntary Repossession Authorization
(3) Affidavit of Creditor/Agent Seeking Involuntary
Repossession of a Vehicle
(4) Authorization for Repossession of POV
(5) Involuntary Repossession of Vehicle Letter

1. Purpose. To update procedures for the involuntary repossession of POVs onboard NBSD.

2. Cancellation. NAVSTASDIEGOINST 5800.1D. This revision updates names and titles in addition to incorporating law revised in reference (b). Instruction should be read in its entirety.

3. Background. References (a) and (b) grant a creditor with a security interest in a motor vehicle certain rights in the secured vehicle (collateral) upon default of the debtor. The default is normally a failure to pay money due under an installment contract. If a debtor is in default, the creditor may repossess the collateral without resorting to judicial process, but only if the repossession can be obtained without a breach of the peace. The creditor is responsible for any damage to public or private property that may occur during actual repossession. Although there is no requirement for the Commanding Officer (CO) of a federal military installation to allow repossession of POVs within the installation, reference (c) permits the repossession of personal property on the installation at the discretion of the CO. Since it is Department of the Navy policy to not act as a haven for debtors, this instruction balances both the interest of the lien holder and the government's interest in the security of NBSD, the maintenance of good order and discipline, and the conservation of scarce government resources in situations where repossession cannot be accomplished at other locations. Additionally, some safeguards must be maintained in order to protect against theft of personal property and the wrongful removal of a service member's property from this installation.

4. Action

a. In all cases, an attempt will be made to allow the voluntary repossession of the collateral. However, involuntary repossession of a POV is permitted onboard NBSD if authorized by the CO. Except for unusual circumstances, repossession of POVs belonging to civilian employees is not authorized. The Command Judge Advocate (CJA) is delegated "by direction" authority to approve involuntary repossessions onboard this installation. The CJA is directed to ensure any repossession is conducted in compliance with this instruction. Prior to approving any repossession in the absence of a court order, the following criteria must be met:

(1) The service member's primary residence must be onboard NBSD or there must be reason to believe the vehicle is not otherwise reasonably accessible for repossession.

(2) The service member must be at least two months in arrears in payments on the vehicle.

(3) The reposessor must provide 24 hours notice and the following documentation (photo copies are sufficient):

(a) Vehicle title or registration certificate reflecting existence of a lien.

(b) Payment Record. A complete payment history from the date of purchase to the last payment due.

(c) Credit/Sales Contract.

(d) Certificate of compliance with the Federal Truth in Lending Act and the Fair Debt Collection Practices Act. This certificate is enclosure (1).

(e) Evidence of compliance with Department of Defense Standards of Fairness, as set forth in 32 C.F.R Chapter V (may be provided by credit contract).

(f) Lienholder's authorization for reposessor to act as lienholder's agent in effecting repossession.

(g) Proof of identity of the reposessor (reposessor's license).

(4) Before allowing repossession, CJA will inquire into the circumstances of the request for repossession. When possible, if it appears repossession will be authorized, the service member whose POV is being repossessed will be contacted and asked if he/she wishes to relinquish the vehicle voluntarily. If the service member agrees to the repossession, enclosure (2) will be executed.

(5) If the service member is attached to a deployed command, the repossession process will not continue until contact can be made with the deployed service member.

b. If the service member declines to voluntarily surrender the vehicle, the reposessor shall complete enclosure (3). The CJA shall review enclosure (3) and confirm compliance with this instruction. If repossession is approved, the CJA shall document the approval utilizing enclosure (4). This authorization is valid for a period of 48 hours from issuance. The reposessor shall acknowledge authorization and be escorted to the vehicle being repossessed by Force Protection personnel. The creditor/agent will be responsible for the vehicle and its contents during repossession. Force Protection personnel shall not assist in the repossession but shall ensure that only the vehicle listed in enclosure (4) is removed from the installation. Additionally, Force Protection personnel shall maintain order in the event the repossession is contested. The repossession shall not proceed if the creditor/agent commits a breach of the peace or if a breach of the peace appears imminent. If repossession is accomplished, the Security Officer shall so acknowledge by completing the first endorsement of enclosure (4) and returning it to the CJA.


c. Prior to the vehicle being removed from NBSD, Force Protection personnel shall remove any base decal from the vehicle.

d. Repossessions shall only take place during normal business hours.

e. The debtor shall be notified via his/her CO of the authorized repossession utilizing enclosure (5). The notification letter shall set forth the debtor's rights after repossession per reference (b). Alternatively, the debtor may be notified in person by the CJA and referred to the Naval Legal Service Office for additional legal assistance.

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5. Forms. Enclosures (1) through (5) are available in the CJA's office.



D. R. SMITH

Distribution:
www.navbasesd.navy.mil/index.htm

CERTIFICATE OF COMPLIANCE

I certify that _____ upon
(Name of Creditor)
extending credit to _____ on
(Name of Obligor)
_____ complied with the full disclosure
(Date)

requirements of the Truth-in-Lending Act and the Fair Debt Collection Practices Act (or the laws and regulations of State of California), and the attached statement is a true copy of the general and specific disclosures provided the obligor as required by law.

I further certify the Standards of Fairness set forth in Department of Defense Directive 1344.9 have been applied to the consumer credit transaction to which this form refers. (If the unpaid balance has been adjusted as a consequence, specific adjustments in finance charge and annual percentage rate should be set forth below).

(Adjustments)

(Date of Certification)

(Signature of Creditor or
Authorized Representative)

(Street)

(City, State and Zip Code)

SERVICE MEMBER'S VOLUNTARY REPOSSESSION AUTHORIZATION

1. I have been informed by the Legal Office, Naval Base San Diego, that I am in default on payments for the vehicle described below. I hereby authorize voluntary repossession of this vehicle.

Year: _____

Make/Model: _____

Color: _____

VIN: _____

License No.: _____

2. The above vehicle is currently located on board Naval Base San Diego and is at or near

_____.

Signature of Service Member/Date

Witnessed:

AFFIDAVIT OF CREDITOR/AGENT SEEKING INVOLUNTARY REPOSSESSION

I, _____, having been duly sworn, depose and say:

I am the authorized agent/creditor, _____,
holding a valid security interest in the following motor vehicle:

Year: _____
Make/Model: _____
Color: _____
VIN: _____
License No.: _____
Registered Owner: _____
Address: _____

The buyer/debtor of above described vehicle is currently in
default of his obligations pursuant to a contract dated _____

The buyer or debtor is currently \$_____ in arrears and
has failed to make payments for _____ months. (If debtor is in
default for a reason other than failure to make payments,
describe circumstances of default with particularity on reverse).

I have been authorized by secured party to take possession of
above described motor vehicle.

I am currently employed by _____,
address: _____,
the agency, service or creditor effecting repossession. (If
creditor is acting upon a personal transaction, give home
address).

The debtor is currently stationed on board Naval Base San
Diego and the described motor vehicle is currently located on
board this installation at or near _____

I, _____, do hereby swear under penalty of
perjury that above statements are true according to the best of
my knowledge, information and behalf.

Signature of Repossessor/Date

Witnessed by:
Command Judge Advocate, Naval Base San Diego

AUTHORIZATION FOR REPOSSESSION OF POV

Date

MEMORANDUM

From: Command Judge Advocate, Naval Base San Diego
To: Security Officer, Naval Base San Diego

Subj: AUTHORIZATION FOR REPOSSESSION OF PRIVATELY OWNED VEHICLE
ONBOARD NAVAL BASE SAN DIEGO

1. Upon reviewing the affidavit of _____,
purporting to be the lawful agent for _____,
authorization is hereby granted to said individual to repossess
the hereinafter described motor vehicle located at _____,
Naval Base San Diego.

Year: _____
Make/Model: _____
Color: _____
VIN: _____
License No.: _____ State _____
Registered Owner: _____
Address: _____

2. The above named individual shall be escorted by Force
Protection personnel to the location noted above to effect
repossession and to remove the vehicle within 48 hours, after
which he/she must make reapplication for approval to repossess.

Command Judge Advocate

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the foregoing authorization to repossess a vehicle on board Naval Base San Diego.

I understand that once above described vehicle is in my possession, I personally accept full responsibility for the vehicle, its contents, and for its removal from Naval Base San Diego within 48 hours.

Signature of Repossessor/Date

Date

FIRST ENDORSEMENT

From: Security Officer, Naval Base San Diego
To: Command Judge Advocate, Naval Base San Diego

Subj: AUTHORIZATION FOR REPOSSESSION OF PRIVATELY OWNED VEHICLE
ONBOARD NAVAL BASE SAN DIEGO

1. The vehicle described in basic correspondence was repossessed and removed from Naval Base San Diego at _____ hours on _____, 20 _____

Signature of SECO

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INVOLUNTARY REPOSSESSION OF VEHICLE LETTER

5800
Ser N00/

From: Commanding Officer, Naval Base San Diego
To: Petty Officer John Sailor, USN
Via: Commanding Officer, USS NEVERSAIL (DD 110)

Subj: INVOLUNTARY REPOSSESSION OF VEHICLE ONBOARD NAVAL BASE
SAN DIEGO (NBSD)

Ref: (a) NAVBASESANDIEGOINST 5800.1E
(b) California Civil Code, Section 2983.3

Encl: (1) Affidavit of Creditor/Agent Seeking Involuntary
Repossession of a Motor Vehicle

1. Per reference (a), evidence of your default in meeting obligations under an automobile sales/finance contract was presented to the legal office by enclosure (1). The involuntary repossession of your vehicle was authorized pursuant to references (a) and (b). Your vehicle was repossessed and removed from NBSD on _____.

2. Under reference (b), you (the buyer) have the right to reinstate the contract and recover your vehicle in the manner described below. However, you may reinstate a finance contract only once in any 12 month period.

a. Where default is the result of your failure to make any payment due under the contract, you or any other person liable on the contract may make defaulted payments with applicable delinquency charges.

b. Where default is the result of your failure to maintain vehicle free from all encumbrances and liens of every kind, you or any other person liable on contract may either satisfy all such encumbrances and liens or, if seller or holder of finance contract satisfies encumbrances and liens, you or any other person liable on the contract may reimburse the seller or holder for all reasonable costs and expenses incurred in doing so.

c. Where default is the result of your failure to maintain insurance on the motor vehicle, you or any other person liable on contract may either obtain insurance or, if the seller or holder of finance contract has obtained insurance, you or any other person liable on contract may reimburse expenses incurred in doing so.

Enclosure (5)

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d. Where default is the result of your failure to perform any other obligation under contract, unless the seller or holder of finance contract has made a good faith determination that the default is so serious as being incurable, you or any other person liable on contract may reimburse seller or holder for all reasonable costs and expenses incurred as the result of your non-performance.

e. Additionally, to reinstate the contract and recover your vehicle, you or any other person liable on contract must reimburse seller or holder for all reasonable and necessary collection and repossession costs incurred, including attorney's fees and legal expenses in retaking and holding vehicle.

3. You should note that the seller or holder of the finance contract may deny your reinstatement, and may accelerate maturity of any part or all of the contract, if he reasonably and in good faith determines you or any other person liable on the contract have endangered seller's or holder's interest in vehicle. Among the means listed by reference (b) by which such endangerment can occur are:

a. Making intentionally false or misleading statements of material importance on a credit application;

b. Concealment of vehicle or removing it from state in order to avoid repossession; or

c. Deliberate acts or threats of destruction, or failure to take care of motor vehicle in a reasonable manner, so motor vehicle has or may become substantially impaired in value.

4. The reposessor or creditor must give you or any other person liable under the contract at least 15 days notice before disposing of a repossessed or voluntarily surrendered vehicle. If notice is given 60 days or more prior to final disposition of vehicle, you may be liable for remaining balance, if any, after creditor has sold your vehicle and applied proceeds to your account.

5. For further information and legal advice concerning vehicle repossessions, you are encouraged to contact Naval Legal Service Office, Legal Assistance Department, located in building 56.

CO SIGNATURE