

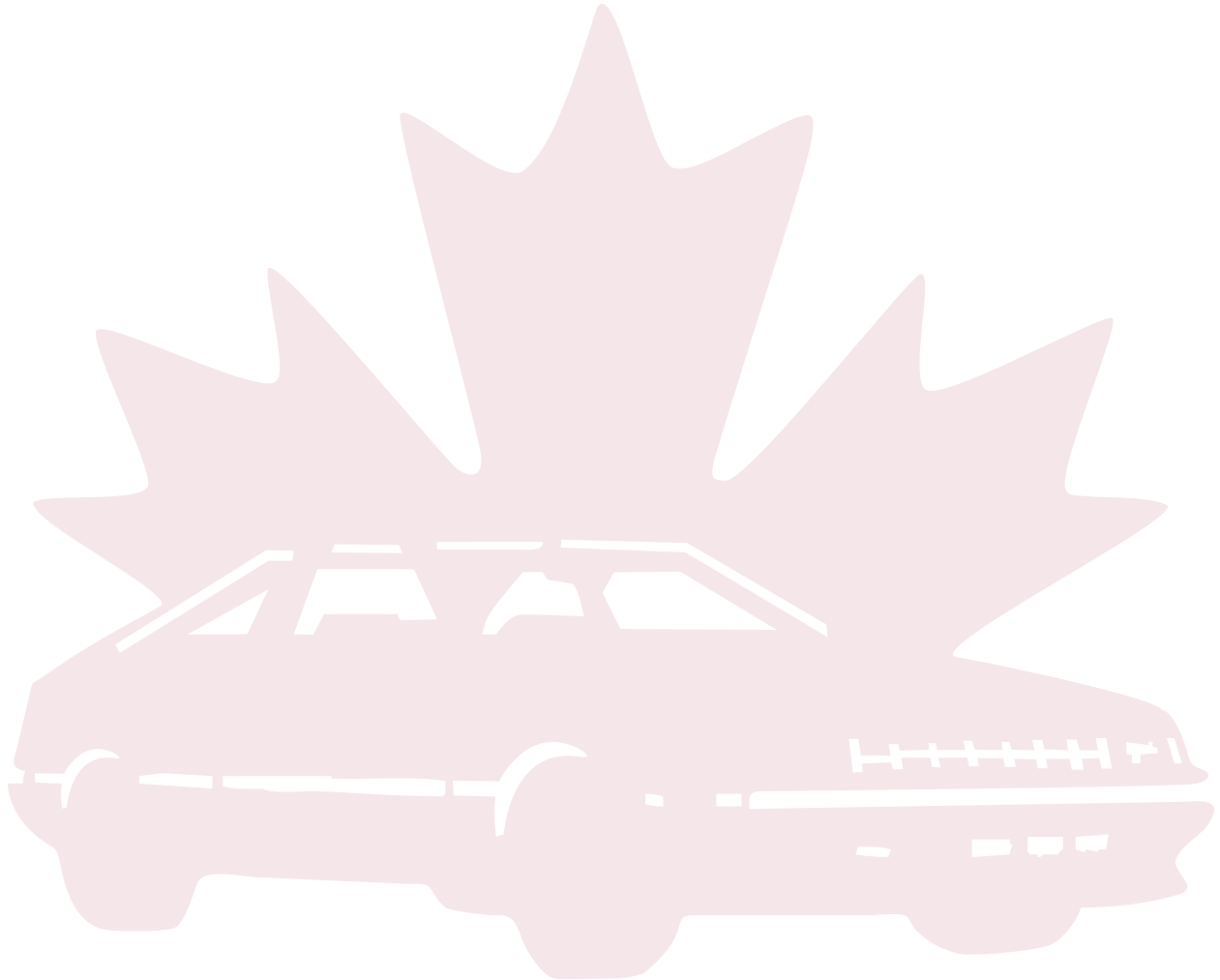
**CAMVAP**

Canadian Motor Vehicle  
Arbitration Plan



Programme d'arbitrage pour  
les véhicules automobiles du Canada

**PAVAC**



## **Is CAMVAP For Me?**

Canadian Motor Vehicle Arbitration Plan

[www.camvap.ca](http://www.camvap.ca)



**Vision**

*To have CAMVAP valued by consumers, industry and government as a national, voluntary, objective dispute resolution program to address vehicle defects and warranty disputes. Our vision is that consumers needing the plan will be aware of CAMVAP and able to access it readily.*

**Values**

*CAMVAP will deliver the plan in a manner that is fair, fast, friendly, free and final.*

**Mission**

*To provide an alternative dispute resolution process for vehicle defects and warranty disputes between consumers and manufacturers that is fair, fast, friendly, free and final.*

**For Your Information**

This booklet contains an overview of the CAMVAP arbitration process and gives you tips on how to take part. It is not a legal document. For a detailed and legal description, please refer to the **“Agreement for Arbitration”**.

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## PART I - INTRODUCTION TO CAMVAP

### What is CAMVAP?

CAMVAP is a cross-Canada program that you can use to resolve disputes with a manufacturer about defects in your vehicle's assembly or materials, or how the manufacturer is applying or administering its new vehicle warranty. Disputes are resolved through binding arbitration.

CAMVAP covers most domestic and imported passenger cars, light trucks, sport utility vehicles, vans and multi-purpose passenger vehicles purchased or leased in Canada, as long as the vehicle is the current model or one of four previous model years.

### What is binding arbitration?

Binding arbitration means that you and the manufacturer agree to accept the decision of an impartial person called an arbitrator who listens to presentations from each of you at a hearing and makes a decision based on those presentations.

If you make a convincing presentation and a CAMVAP arbitrator rules in your favour, the arbitrator can order the manufacturer to repair or Buy-back your vehicle. On the other hand, if the manufacturer's presentation is more convincing than yours the arbitrator will dismiss your claim.

The arbitrator's written decision is called an Award. Once the arbitrator gives an Award, the case is over. Neither you nor the manufacturer can appeal the decision and both of you must do what is necessary to carry out the arbitrator's decision.

The arbitrator's mandate and the arbitration procedure are spelled out in CAMVAP's Agreement for Arbitration is available at [www.camvap.ca](http://www.camvap.ca) or from the Provincial Administrator.

### What can a CAMVAP arbitrator order?

A CAMVAP arbitrator is authorized to order certain, specific things which are called "remedies". You will be asked to pick the remedies you want when you fill out your Claim Form.

An arbitrator can order that the manufacturer do one or more of the following:

- Repair your vehicle at its expense;
- Buy your vehicle back at a price set by a formula (with or without a reduction for use);
- Reimburse you for previous repairs;
- Reimburse you up to \$500 for diagnostic testing of your vehicle done prior to the date of your hearing;
- Reimburse you for certain out-of-pocket expenses up to \$500;
- Reimburse you up to \$100 of your total costs to summons witnesses.



*The arbitrator can also order that:*

- The manufacturer has no liability for your claim; or
- The arbitrator has no jurisdiction (authority) over your claim.

*But a CAMVAP arbitrator cannot order:*

- Exemplary, punitive or other damages (except as allowed by the plan);
- That the agreement to buy or lease your vehicle be voided or set aside;
- Reimbursement of expenses to buy or lease your vehicle;
- A Buy-back if you exceed the Buy-back eligibility requirements, even if repairs cannot be made;
- Extended service contracts or warranty extensions.

### **What kind of presentation do I have to make for CAMVAP?**

At the hearing you should present all of the information needed to convince the arbitrator to decide your claim in your favour. This includes the testimony of witnesses and documents. You will find detailed help with your presentation in a companion guide called "Getting Ready for CAMVAP".

### **Should I keep records for CAMVAP?**

Yes. You should track your efforts to resolve the problem with your vehicle by noting who you spoke with at the dealership or manufacturer and when. You should also keep all relevant documents such as invoices, letters, service records, bills of sale, work orders, receipts for out-of-pocket expenses, lease agreements or other contracts. These may be necessary to prove the facts of your case.

### **Do I need a lawyer to go to CAMVAP?**

You do not need a lawyer for CAMVAP, but if you feel more comfortable having a lawyer advise you and make your presentation, you may do so at your expense. You also have the option of having a friend or family member assist you. Manufacturers do not usually bring lawyers to CAMVAP hearings.

### **Can I bring witnesses?**

You can and should bring to the hearing anyone who has relevant information to help prove your claim.

### **What if I need an interpreter?**

CAMVAP hearings are conducted in one of Canada's official languages, English or French. For all other languages CAMVAP can arrange an interpreter at your expense.

## **Do I have to keep the outcome of CAMVAP confidential?**

No. You may discuss your involvement in the plan, including the arbitrator's Award, as you see fit.

CAMVAP periodically posts case results on its website or reports publicly on case outcomes, but it does not circulate copies of Awards to arbitrators or other parties and it will not disclose information that identifies you personally.

For a copy of our Annual Report, please visit [www.camvap.ca](http://www.camvap.ca).

## **How can I have confidence in the arbitrator?**

CAMVAP's arbitrators are arms-length service providers who have completed training that is specific to the plan. They sign a contract with CAMVAP to uphold its standards and ethics. They are not automobile experts but can call upon technical expertise at any time during your case.

In each Canadian province or territory the courts oversee the arbitration process and arbitration legislation sets out when you can ask a court to set aside an arbitrator's decision or order a new hearing.

## **How do I know the manufacturer will obey the arbitrator's Award?**

Like you, the manufacturer is legally bound by the arbitrator's Award and will carry it out as part of its commitment to CAMVAP. If one of you does not obey an Award, you or the manufacturer may ask the court to enforce it.



## What are the advantages of using CAMVAP?

### **CAMVAP Is Fair**

You will receive a fair hearing before an impartial arbitrator. Consumers with vehicle problems or warranty concerns like yours have used CAMVAP since 1994 and have given CAMVAP arbitrators high ratings for being courteous, professional and fair.

### **CAMVAP Is Fast**

From start to finish, CAMVAP targets 70 days to resolve a case. We work to set up your hearing within 50 days of receiving your completed application. Then, approximately 14 days after your hearing, we will send you the arbitrator's Award.

### **CAMVAP Is Friendly**

Your CAMVAP hearing will be held in a hotel meeting room, community centre or similar facility as close to your home as possible. Hearings are less formal than court. Witnesses take an oath or make a solemn promise to tell the truth but you do not have to use special language. Other than common courtesy, there are no special rules about how to behave.

Although CAMVAP is less formal than court, the general pattern of a CAMVAP hearing is similar to court. The arbitrator leads everyone through the process. You (the "claimant") make the first presentation. The manufacturer's representative (the "respondent") goes second. Then you may reply to anything new that the respondent brings up.

### **CAMVAP Is Free**

There are no fees to use CAMVAP but it may cost you to prepare and present your claim such as the fees and expenses of your lawyer, witnesses or interpreter.

### **CAMVAP Is Final**

Once the arbitrator makes a decision, it is final. There is no appeal. When the manufacturer carries out the Award, your claim is over and the manufacturer is released from any further responsibility for it. You and the manufacturer have limited rights to ask a court to set aside an arbitrator's decision or allow a new hearing but this will not happen just because one of you does not like the final outcome.

## What alternatives do I have to CAMVAP?

CAMVAP is entirely voluntary and you are in the best position to judge whether it is right for you. You may go to court for your dispute or you may use CAMVAP, but you may not do both.

Before deciding on CAMVAP, research other available options such as going to court, negotiating with the manufacturer, selling or trading in your vehicle or taking no action at this time. Check into consumer protection laws in your province or territory. Weigh the pros and cons of CAMVAP and any other options that you have, then pick the option that makes the most sense for you.

## How is CAMVAP organized?

CAMVAP is a corporation whose members are representatives of the automobile industry, the provincial and territorial governments and consumers. The automobile industry funds the plan but holds a minority of seats on the Board of Directors. Participating manufacturers and importers are listed at the back of this booklet.

## Do I qualify for CAMVAP?

To qualify for CAMVAP, you must meet certain, specific conditions. These are called eligibility criteria and they are spelled out in detail in the Agreement for Arbitration.

*You qualify if:*

- Your dispute is about:
  - The application or administration of the Manufacturer's new vehicle warranty as it applies to your Vehicle; or
  - Allegations of a current defect in vehicle assembly or materials specific to your vehicle as delivered to an authorized dealer where the defect is currently causing symptoms in your vehicle that have not been repaired properly;
- Your vehicle is a passenger car, light duty truck, van, sport utility vehicle or multi-purpose passenger vehicle which weighs no more than 4,536 kg (10,000 lbs) gross vehicle weight (GVW);
- Your vehicle has traveled not more than 160,000 kilometres at the time of the hearing;
- Your vehicle is of the current of 4 previous model years. For example, in 2011 after September 30 it must be a 2008 or newer model; in 2012 it must be a 2009 or newer model;
- You were the registered owner of the vehicle when the dispute arose;



- Your vehicle is registered to a business that you own and you or a family member is the principal driver;
- Your vehicle is registered to a corporation of which you are an officer or director and you or a family member is the principal driver;
- Your vehicle is leased (for at least 12 months) and the lessor signs the claim form;
- Where your vehicle is leased to a business or corporation (for at least 12 months) and you are also the business owner or an officer or director of the corporation and you or a family member is the principal driver;
- You continue to own or lease the vehicle throughout the arbitration of your claim;
- You live in a Canadian province or territory;
- You followed the dispute resolution process described in your warranty booklet or owner's manual;
- You gave both the dealer and the manufacturer a reasonable amount of time and opportunity to resolve the problem;
- You allowed the manufacturer to complete the work for a recall under the Motor Vehicle Safety Act or a manufacturer initiated service campaign (whether or not the recall or service campaign relates to your claim) where:
  - You were notified about the recall in writing; and
  - The recall work will be done at no cost to you.

*But you do not qualify if:*

- Your dispute involves any personal injury and/or third party property damage (including property damage to your own vehicle) even if you allege a defect in vehicle assembly or materials;
- You are claiming consequential or incidental damages, loss of profits, inconvenience, loss of use or availability of your vehicle, or punitive damages;
- Your claim was already settled with the manufacturer or an authorized dealer;
- The dispute is between you and an authorized dealer, not you and the manufacturer;
- Your claim is or was arbitrated, mediated or settled outside CAMVAP;
- Your claim is being litigated in the courts by you or as part of a class action;
- Your vehicle is used primarily for business or commercial purposes;
- Your vehicle is a motor home;
- Your claim is based solely on loss of confidence with your vehicle for which there is no current defect with your vehicle;
- Your claim is based on allegations of a defect in the design of your vehicle or the design of any of the materials of your vehicle;

- Your vehicle is or was used as an ambulance, taxicab, limousine, police, fire or municipal service vehicle, snowplow or hearse;
- Your vehicle was modified for driver education purposes.
- Your vehicle was:
  - Written off or declared a total loss by an insurance company; or
  - Identified as a total loss by the manufacturer and confirmed as such through an Insurance Bureau of Canada report; or
  - Registered by a provincial or territorial transportation ministry as irreparable, salvage or rebuilt;
- Your vehicle is built to non-Canadian specifications and intended for sale outside Canada;
- Your dispute is about a service contract, extended warranty, or third party warranty which is not part of the manufacturer's new vehicle warranty;
- You allege a tire defect, even if the manufacturer warrants tires under its new vehicle warranty;
- Your dispute is about after-market options or accessories not ordered and installed by the manufacturer or dealer at the time of the original retail sale;
- Your dispute is about rust proofing that the manufacturer did not apply;
- Your dispute is about fuel efficiency unless you allege that a fuel efficiency problem is caused by one or more defective components.

## **PART II – APPLYING FOR A CLAIM FORM**

### **I'm interested in CAMVAP. Now what?**

Before receiving a CAMVAP application package, you must make a genuine effort to resolve your dispute with the manufacturer. This means that you have to follow the manufacturer's dispute resolution process and give the dealer and the manufacturer an opportunity to resolve the problem with your vehicle.

### **What is the manufacturer's dispute resolution process?**

This varies from one manufacturer to another. You will find the process for your particular vehicle in your owner's manual or warranty booklet. This is the process that you must follow before you come to CAMVAP.

### **Must I also give both the dealer and the manufacturer an opportunity to resolve the problem?**

Yes. You must give both the dealer and the manufacturer a reasonable amount of time and opportunity to resolve the problem.

First talk with the dealer and see if the dispute can be resolved at that level. If you do not succeed at the original dealership, consider going to a different one.



If your dispute is still not resolved, call the manufacturer's customer assistance centre (See back page of this guide). You may be asked to meet with the manufacturer's representative. Give the manufacturer a reasonable amount of time and opportunity to resolve the problem.

Keep track of your efforts with the dealer and the manufacturer including the date, time, file number and the name and position of any people you speak with. This will help you show that you made a genuine effort to resolve your dispute with the manufacturer so that you are entitled to an application package.

### **What if the manufacturer and I disagree on what is a reasonable amount of time and opportunity?**

If you disagree with the manufacturer about what is a reasonable amount of time and opportunity to resolve the dispute, you can explain this to the Provincial Administrator when you apply to CAMVAP. If the matter cannot be resolved at that level, an arbitrator will have to decide the question.

### **What is a Provincial Administrator and how do I reach one?**

CAMVAP uses different independent organizations to deliver the plan within Canada. These are called Provincial Administrators. If you believe your claim is eligible for CAMVAP, contact your local Provincial Administrator at 1-800-207-0685 or you can start your CAMVAP claim through the website located at [www.camvap.ca](http://www.camvap.ca).

### **What happens when I first call the Provincial Administrator?**

Before you receive an application package, the Provincial Administrator will screen your claim to make sure it meets the plan's basic criteria. If your claim falls outside the criteria, the Provincial Administrator will explain why.

At the screening stage, you will be asked questions like:

- What is your vehicle's make, model, year, and odometer reading?
- What is your vehicle's Gross Vehicle Weight? (If your vehicle appears to weigh more than 4,563 kg or 10,000 lbs you may be asked to have it weighed as part of the application process.)
- Who is your servicing dealer?
- Did you follow the manufacturer's dispute resolution process in your owner's manual or warranty booklet?
- Did you give the dealer a reasonable amount of time and opportunity to resolve the problem?
- Did you give the manufacturer a reasonable amount of time and opportunity to resolve the problem?
- Have you already taken the matter to court?

- Are you part of a class action lawsuit?
- How much do you use your vehicle for personal, family and business use?
- Is this your only vehicle?
- What is the defect in vehicle assembly or materials that you complain about?
- What is your concern with the manufacturer's application or administration of the new vehicle warranty?

### **What does the Provincial Administrator do with the information I provide?**

When your claim meets the plan's basic criteria, the Provincial Administrator records your answers on a form called a Qualification Worksheet which is then sent to the manufacturer. The manufacturer has 3 business days to indicate whether it agrees that your claim meets the plan's criteria. If it does not agree, it must provide reasons to the Provincial Administrator. For example, the manufacturer may say that:

- You did not give it a reasonable amount of time and opportunity to resolve the problem;
- You already settled the matter with the manufacturer such as by means of a "goodwill" settlement;
- Your vehicle's problem results from an accident, not a defect;
- You use the vehicle primarily for business;
- Your vehicle's problem result from a modification, not a defect; or
- You have already taken the matter to court or are part of a class action law suit.

If the Provincial Administrator still finds that your claim meets the plan's basic criteria you will receive an application package to let you start the process. On the other hand, if the Provincial Administrator is of the opinion that you do not meet those requirements, you will be advised and will receive a written explanation.

The most frequent reasons for not qualifying are high levels of business use or failing to follow the manufacturer's dispute resolution process. Once you follow the manufacturer's dispute resolution process, your claim may become eligible and you may contact CAMVAP again.

### **What happens if the manufacturer offers to settle my dispute at the screening stage?**

At the screening stage the manufacturer may contact you directly to discuss possible solutions or settlement. Consider the pros and cons of the manufacturer's offer carefully because if you settle your claim you will not be eligible for CAMVAP.



## What does the application package contain?

The application package will include:

- A Claim Form which you must complete to apply for a hearing;
- A companion guide called "Getting Ready for CAMVAP";
- The Agreement for Arbitration which contains the legal framework for CAMVAP arbitrations and contains the Buy-back calculation form to calculate the Buy-back amount if you are considering a Buy-back;
- A form identifying the name(s) of eligible manufacturer supported extended service contracts for your vehicle's manufacturer
- A short résumé of the arbitrator selected to handle your claim.

Read the forms and documents carefully. Call the Provincial Administrator or speak with your lawyer if you need clarification.

## PART III – COMPLETING YOUR CLAIM FORM

### When I complete my Claim Form, should I include documents?

Yes. You should attach any and all documents that you will be using to prove your claim. Take the time to put them in order and avoid unnecessary duplication. The Claim Form is the arbitrator's first introduction to your case, so it is in your interest to make it clear, orderly and helpful.

Do not send original documents. You should send clear, legible copies and bring the original documents with you to the hearing.

### What else should I do to complete the Claim Form?

Fill in the Claim Form thoroughly and accurately. Type, write or print clearly and legibly.

Work through the sections of the Claim Form one at a time, answering all of the questions fully. Make sure you have covered all aspects of your case and clearly outline the current defects that you allege (those where the defect is currently causing symptoms in your vehicle that have not been properly repaired) or the problem you have with the new vehicle warranty. Add (and number) additional pages if there is not enough room on the Claim Form to outline your problem(s). Try to be as specific as possible with each of the issues that make up your claim.

Review your completed Claim Form for completeness and accuracy. Check to make sure that you have attached or enclosed legible copies of all relevant documents. Then sign and date the Claim Form where indicated on the second page. Return the completed Claim Form and your documents to the Provincial Administrator who sent you the application package.

### How soon do I have to return my completed Claim Form?

You have 60 days to return the Claim Form from the date the Provincial Administrator gives or sends it to you. If you do not do so within this time, your claim will not be processed and you will have to reapply if you want to use the plan. You may re-apply as long as you still meet the plan's criteria.

## Why does the Claim Form ask for the odometer reading?

The odometer reading is used to determine eligibility for the program and is also used as a base line for the Buy-back remedy. If you ask for a Buy-back, it is used to determine the Buy-back price and whether a reduction for use will apply. The arbitrator will confirm the odometer reading on the date of the hearing.

## Why does the Claim Form ask if the vehicle is leased?

If the vehicle is leased, the lessor must sign the Claim Form. The Provincial Administrator can help you with this.

In addition, if you ask for a Buy-back Award, the Buy-back amount for a leased vehicle is calculated with a specific formula. The arbitrator will need to know which formula to use. When your vehicle is leased, you must keep your lease payments up to date throughout the arbitration, regardless of the condition of your vehicle. If your lease payments are in arrears, the Buy-back amount will be reduced by the amount of the arrears.

## Why does the Claim Form ask if there is any debt outstanding on my vehicle?

If you ask for a Buy-back Award, the Buy-back amount for an owned vehicle is calculated with a specific formula. The arbitrator will need to know which formula to use. When your vehicle is financed, you must keep your financing payments up to date throughout the arbitration, regardless of the condition of your vehicle. Should you ask for and receive a Buy-back Award, you will have to deliver the vehicle to the manufacturer free and clear of all liens or the manufacturer may need to make all or a portion of the Buy-back amount payable to the lien holder.

## How much detail should I put in the section called "Problem Identification"?

When the arbitrator and the manufacturer read the Problem Identification section of your Claim Form, they should be able to understand the essence of your dispute with the manufacturer. You must clearly identify the problem(s) with your vehicle and what it is that you want the arbitrator to decide. What do you allege as the defect in vehicle assembly or materials specific to your vehicle? Or what is your concern about how the manufacturer is applying or administering its new vehicle warranty? These allegations must be made as specific statements.

Take your time with this part of the Claim Form because at the hearing the arbitrator can only consider the problems you identify here and no others.

It is up to you to decide how to explain the problem with your vehicle, but you should include all relevant facts and take as much space as you need. It might be helpful to prepare a list of events in the order that they took place. When did the problem with your vehicle first begin? How was the problem diagnosed and repaired? With what results? What did you do next? When and how did you come to the conclusion that there was a defect in vehicle assembly or materials? How do you best describe the current defect with the vehicle?



## **What if new problems develop after I complete the Claim Form? Can I add them later?**

The arbitrator can only consider the problems that you originally identified on your Claim Form. New problems can only be added if the manufacturer consents.

## **What should I check off in the section called “Remedy Requested”?**

A remedy is one of the specific things that a CAMVAP arbitrator can order under the plan. The arbitrator is limited to these remedies and cannot invent others.

When you complete the Remedy Requested section, you should check off all of the remedies that you intend to ask for. You should also include copies of all supporting documents for each remedy that you pick. The Claim Form suggests what these documents might be but do not hesitate to add others that prove you are entitled to a remedy.

## **If I spent money on diagnostic testing for the problem with my vehicle, can I claim that too?**

Yes. You should check off the box called “Refund of Documented Expenses”, indicate the amount involved and include copies of receipts for the cost of the diagnostic testing as you may be eligible for up to \$500 to cover the cost of diagnostic testing that was done prior to your CAMVAP hearing.

## **Before I check off the Buy-back remedy, what do I need to know?**

The Buy-back remedy is only available if your vehicle has travelled less than 60,000 kilometers and has been in service for no more than 36 months at the time of the hearing.

Before you check off the Buy-back remedy it is strongly recommended that you calculate the expected Buy-back amount, using the forms at the back of this guide or the on-line calculator at [www.camvap.ca](http://www.camvap.ca). The arbitrator will establish the final value of the Buy-back with you and the manufacturer using the odometer reading at the date of the hearing but your private calculations will let you know what to expect.

If you have any difficulty with doing these calculations, ask the Provincial Administrator for assistance. Also, the Provincial Administrator can assist you to determine if any extended service contract purchased for your vehicle qualifies as a Manufacturer Supported Extended Service Contract for the purposes of the Buy-back calculation. You may find the Buy-back calculator on the CAMVAP website easier to use than doing the calculation manually on the Buy-back forms included in this booklet.

If the Purchase Price of your vehicle includes all or part of what you still owed on the vehicle you traded in, then the Buy-back amount may be reduced by that amount if the amount is identified before the hearing and proven to the Arbitrator at the hearing. A request to consider this amount will be made by the manufacturer as part of its information exchange prior to the hearing.

Consider the Buy-back amount carefully against your other options. You are the best person to decide if this is the remedy for you. A Buy-back may not be the best outcome if you are not financially ready to replace the vehicle.

### For the purposes of a Buy-back does it matter whether my vehicle is owned or leased?

Yes. There are important differences in the amount and structure of a Buy-back for an owned or leased vehicle.

	Owned Vehicle	Leased Vehicle
<b>What Happens?</b>	In exchange for the Buy-back amount you transfer ownership to the manufacturer within 21 days of receiving the arbitrator's order.	The manufacturer takes over your lease and you are no longer responsible for it from the date the vehicle is returned to the manufacturer.
<b>What Is Included In The Buy-back Amount?</b>	<ul style="list-style-type: none"> <li>• The price you originally paid before down payments or trade-ins, including Manufacturer Supported Extended Service Contracts minus specified items (see below); and</li> <li>• A reduction for use based on distance travelled.</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of your security deposit; and</li> <li>• Your down payment, pro-rated to the remaining months on your lease.</li> </ul>
<b>What Is Excluded From The Buy-back Amount?</b>	<ul style="list-style-type: none"> <li>• Manufacturer's incentives or discounts.</li> <li>• Provincial or territorial sales tax.</li> <li>• The cost of accessories and options unless they are manufacturer-approved and installed by the manufacturer or dealer at time of purchase.</li> <li>• The cost of rust-proofing or fabric protectors, even if purchased from an authorized dealer.</li> <li>• The cost of extended warranties, service contracts or insurance products that are not Manufacturer Supported Extended Service Contracts even if purchased from the manufacturer.</li> </ul>	<ul style="list-style-type: none"> <li>• Previous lease payments.</li> <li>• Any administrative or other costs associated with your lease.</li> <li>• An adjustment for low use.</li> <li>• Provincial or territorial sales tax.</li> </ul>
<b>What Might Change The Buy-back Amount?</b>	<p>You will receive more money if the arbitrator applies a lower reduction for use. This is possible only if your vehicle:</p> <ul style="list-style-type: none"> <li>• was in service for less than 365 days when your claim form was received; and</li> <li>• travelled less than 25,000 kilometres at the time of the hearing.</li> </ul> <p>You will receive less money if the arbitrator applies a reduction in the Buy-back amount to cover negative equity that you owed for another vehicle that was used in the purchase of this vehicle.</p>	<p>You will receive less money (and possibly owe money to the manufacturer) if you:</p> <ul style="list-style-type: none"> <li>• traveled more kilometres than the lease permits on a monthly basis; or</li> <li>• have lease arrears when the vehicle is bought back.</li> </ul> <p>You will receive less money if the arbitrator applies a reduction in the Buy-back amount to cover negative equity that you owed for another vehicle that was used in the purchase of this vehicle.</p>



## **Is tax paid on the Buy-back amount?**

GST or HST is calculated on the Buy-back price using the same rate as shown on your purchase or lease agreement, but provincial or territorial sales tax is not. It is up to you to independently apply for a sales tax refund if one is available in your province or territory.

## **If I ask for a Buy-back in my Claim Form, can the arbitrator order repairs instead?**

The arbitrator can decide to order repairs instead of a Buy-back if the arbitrator is convinced that repairs are practical and available.

When repairs are ordered, the arbitrator remains responsible for the case for 90 days from the date they are completed. Within that time frame you can ask the arbitrator to reconsider the repair order if the repairs are not effective. After 90 days, however, the arbitration is at an end and the arbitrator lacks authority to do more.

## **What if I want to change my request from repairs to a Buy-back at the hearing?**

If you ask for repairs on your Claim Form but later want to ask for a Buy-back, the arbitrator can allow this change as long as the manufacturer has enough notice and/or opportunity to respond to your changed request.

## **How do I complete the Claim Form if I do not yet know the name of witnesses or who will assist me at the hearing?**

If you do not know the name of your witnesses, legal counsel or the person who will assist you at the hearing when you complete the Claim Form, you can provide this to the Provincial Administrator at a later date but you must do so at least 10 calendar days before the hearing. If you do not provide this information in time the Arbitrator may not allow you to use it.

## **What happens when the Provincial Administrator receives my Claim Form and documents?**

The Provincial Administrator will review your application and documents for completeness. Assuming that everything is in order and that you still qualify for CAMVAP, the Provincial Administrator will forward a copy of your Claim Form and documents to the manufacturer so that it knows what you are claiming and why.

## **Do I get to learn the manufacturer's response to my claim?**

Yes. Like the manufacturer, you have to know what to expect at the hearing. Within 10 business days of receiving your claim the manufacturer must file a written response in addition to any documents it will use to prove its defence to your claim. The Provincial Administrator will send you a copy of the manufacturer's response and documents.

## **How soon will my hearing be set up after I return my Claim Form?**

Assuming that your claim form is complete, the Provincial Administrator will set up your hearing within 50 days of receiving your completed application. The hearing will be as close to your home as possible.

## **How do I prepare for my CAMVAP hearing?**

Please see the companion guide called "Getting Ready for CAMVAP" which contains details of how to prepare for a CAMVAP hearing.

## **Calculating a Buy-back When You OWN the Vehicle or When You LEASE the Vehicle.**

Use the Buy-back forms included in this booklet to calculate the Buy-back amount or use the Buy-back calculators on the website at [www.camvap.ca](http://www.camvap.ca). Take care to ensure that the correct numbers are inserted into each section of the Buy-back calculation.

The Provincial Administrator can help you complete this calculation. Contact the Provincial Administrator at 1-800-207-0685 if you have any questions.



## Calculating a Buy-back when you **OWN** the Vehicle

### Step 1 • Calculation of the Vehicle Purchase Price

- a) The price paid by you for the Vehicle as shown on the retail sales contract. This amount is usually located as the first amount shown on the top right side of your sales contract. \$ \_\_\_\_\_
- b) Plus, all amounts paid or allowed for accessories or options installed on your Vehicle at the time of purchase and included on your bill of sale that were: (+) \$ \_\_\_\_\_
- 1) Installed by the Manufacturer, or;
  - 2) Installed by an Authorized Dealer and Manufacturer Approved;
- if those options or accessories were not included in (a).
- c) Plus, all amounts if not included in (a) for:
- 1) Freight \$ \_\_\_\_\_
  - 2) Pre-Delivery Inspection (PDI) \$ \_\_\_\_\_
  - 3) Acquisition fees \$ \_\_\_\_\_
  - 4) Tire levy/disposal fee \$ \_\_\_\_\_
  - 5) Regulatory fees \$ \_\_\_\_\_
  - 6) Administration and documentation fees \$ \_\_\_\_\_
  - 7) Federal excise/air conditioner tax \$ \_\_\_\_\_
  - 8) Government mandated environmental fees \$ \_\_\_\_\_
- (+) \$ \_\_\_\_\_
- d) Plus, if proven, the before tax amount you paid for a Manufacturer Supported Extended Service Contract for your Vehicle. (+) \$ \_\_\_\_\_
- e) Less, all amounts paid or allowed for accessories or options installed on your Vehicle at the time of purchase and included on your bill of sale that were not: (-) \$ \_\_\_\_\_
- 1) Installed by the Manufacturer, or;
  - 2) Installed by an Authorized Dealer and Manufacturer approved.
- f) Less, if proven, any Negative Equity amount. (-) \$ \_\_\_\_\_
- g) Less, if proven, any Manufacturer or dealer rebates, discounts or incentives that do not clearly appear on the retail sales contract or bill of sale. (-) \$ \_\_\_\_\_
- h) Less any manufacturer or dealer rebates, discounts or incentives that appear on the retail sales contract or bill of sale but have not been removed from the price paid by you for the Vehicle as in (a). (-) \$ \_\_\_\_\_
- i) **Subtotal Step 1 - Vehicle Purchase Price** (=) \$ \_\_\_\_\_

### Step 2 • Calculating the Reduction for Use

- j) Less, reduction for use as calculated in Step 2. (-) \$ \_\_\_\_\_  
This amount may or may not be waived or reduced by the arbitrator depending on the length of time your Vehicle has been in service or the number of kilometers on your Vehicle at the time of hearing.
- k) **Subtotal Step 2** (=) \$ \_\_\_\_\_
- l) GST or HST on the subtotal above. (+) \$ \_\_\_\_\_  
Using the same rate as included on your purchase agreement, calculate and add GST or HST (as applicable) on the Subtotal of Step 2. Do not include any amounts paid for provincial or territorial sales tax as listed on your purchase agreement.

### Buy-back Amount for an Owned Vehicle

(=) \$ \_\_\_\_\_



## Step 2 Calculation • For the Reduction of Use

$$\text{Reduction for Use} = \frac{\text{Purchase Price} \times \text{odometer reading at time of hearing}}{160,000 \text{ km}}$$

### Reduction for Use Calculation

$$\left( \frac{\text{Insert the Vehicle purchase price as calculated at Step 1, line (i) on page 20}}{\text{Insert odometer reading at time of hearing}} \right) \div 160,000 \text{ km} = \frac{\text{Reduction for use. Insert this amount at Step 1, line (j) on page 20}}{\text{Reduction for use. Insert this amount at Step 1, line (j) on page 20}}$$

### Determining if your Vehicle is eligible to have all or part of the deduction for use to be waived

Has the Vehicle been in service for less than 365 days from its in-service date at the time your completed application was received by the Provincial Administrator? Yes  No

The in-service date is normally the warranty start date for the Vehicle. If you are unsure of this date, your dealer or the Manufacturer can assist you in determining the date.

Will your Vehicle have travelled less than 25,000 kilometers at the time of the CAMVAP hearing? Yes  No

*If both questions are answered YES, then the arbitrator may waive all or part of the reduction for use calculation.*

### Owned Vehicle Buy-back Notes • Step 1

- Step 1a) This section includes the price of your Vehicle and its Manufacturer Approved options.
- Step 1b) This section **includes** Manufacturer Approved accessories that were installed by the Manufacturer or an Authorized Dealer. Examples include items such, but not limited to, hood deflectors, bicycle racks, truck bed liners.
- Step 1c) These amounts are specific and must be shown on your bill of sale. They do not include items such as, but not limited to, fabric and paint protection, rust proofing, vehicle etching, fuel charges, remote starters, licensing and registration fees.
- Step 1d) The service contract must appear on the CAMVAP approved list of Manufacturer Supported Extended Service Contracts provided to you by the Provincial Administrator.
- Step 1e) This section **excludes** Manufacturer Approved accessories that were not installed by the Manufacturer or an Authorized Dealer. Examples may be aftermarket accessories, 5th wheel assemblies, trailer hitches, etc.
- Step 1f) Negative Equity must be proven in accordance with Sections 8.4 and 18.16 of the Agreement for Arbitration.
- Step 1g) Manufacturer rebates or incentives that do not appear on the retail sales contract or bill of sale must be proven in accordance with Section 8.4 of the Agreement for Arbitration. Rebates or incentives that appear on the bill of sale but are not reflected in the amount listed at (a) should be listed here.
- Step 1i) If a Buy-back is awarded you can apply to your provincial or territorial government (Alberta excluded) for a rebate of the provincial or territorial sales tax. Quebec residents should contact the Quebec Provincial Administrator for assistance.



## Calculating a Buy-back when you **LEASE** the Vehicle

### Step 1

The amount paid for the security deposit of the Vehicle \$ \_\_\_\_\_

This amount should be taken directly from your lease agreement

### Step 2 • Prorated Downpayment

The downpayment or deposit (including the value of your trade-in, if applicable) prorated over the remaining term of the lease (+) \$ \_\_\_\_\_

To develop the amount, follow the steps set out in **Step 2 on page 23**

### Step 3 • Reduction for Excess Kilometers

Less, a reduction for use for excess kilometers driven prior to the date of the arbitration hearing (-) \$ \_\_\_\_\_

To develop this amount, follow the steps set out in **Step 3 on page 23**

### Step 4 • Manufacturer Supported Extended Service Contract and Negative Equity

a) Add, if proven, the before tax amount paid for a Manufacturer Supported Extended Service Contract **only if it was not included in your amortized lease payments** (+) \$ \_\_\_\_\_

This contract must appear on the CAMVAP approved list of service contracts provided to you by the Provincial Administrator. It can only be included if the Manufacturer Supported Extended Service Contract was not included in your amortized lease payments.

b) Less, if proven, a reduction of use of the before tax amount of the Manufacturer Supported Extended Service Contract (-) \$ \_\_\_\_\_

To develop this amount follow the steps set out in **Step 4 b) on page 23**

c) Less, if proven, any Negative Equity amount (-) \$ \_\_\_\_\_

d) Add, if proven, a reduction in the Negative Equity amount owing to the Manufacturer (+) \$ \_\_\_\_\_

To develop this amount follow the steps set out in **Step 4 d) on page 23**

**Subtotal** (=) \$ \_\_\_\_\_

**Step 5 • GST (or HST)** (+) \$ \_\_\_\_\_

Using the same rate as included on your lease agreement, calculate and add GST or HST (as applicable) on the Subtotal of Step 5. Do not include any amounts paid for provincial or territorial sales tax as listed on your lease agreement.

**Buy-back Amount** (=) \$ \_\_\_\_\_

If the result is a negative number you must pay that amount to the Manufacturer

**Note:** If a buyback is awarded you can apply to your provincial or territorial government (Alberta excluded) for a rebate of the provincial or territorial sales tax. Quebec residents should contact the Quebec Provincial Administrator for assistance.



### Step 2 Calculation • For the Prorated Downpayment of your lease

Insert the downpayment as shown on your lease agreement	Number of months remaining on your lease agreement	Insert number of months shown on your lease agreement	Prorated Downpayment. Insert this number in <b>Step 2 on page 22</b>
---------------------------------------------------------	----------------------------------------------------	-------------------------------------------------------	----------------------------------------------------------------------

$$\left( \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} \right) \div \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

### Step 3 Calculation • For the Reduction of excess Kilometers driven prior to the date of the hearing

1. Insert the number of <i>kilometers</i> allowed in the lease agreement before an excess km charge is applied	Insert the total number of <i>months</i> allowed in the lease agreement	Number of kilometers per month allowed in the lease agreement	<i>Place this amount at marker [A] on line 2 below</i>
----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------	---------------------------------------------------------------	--------------------------------------------------------

$$\underline{\hspace{2cm}} \div \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

2. Number of kilometers per month allowed in the lease agreement	Number of months the Vehicle has been in use at the time of the hearing	Number of kilometers allowed to be travelled at the time of hearing	<i>Place this amount at marker [B] on line 4 below</i>
------------------------------------------------------------------	-------------------------------------------------------------------------	---------------------------------------------------------------------	--------------------------------------------------------

→ [A]  $\underline{\hspace{2cm}} \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$

3. Number of kilometers on the Vehicle at the time of the hearing	Number of kilometers on your Vehicle at the start of your lease as noted in your lease agreement	Number of kilometers your Vehicle has actually travelled	<i>Place this amount at marker [C] on line 4 below</i>
-------------------------------------------------------------------	--------------------------------------------------------------------------------------------------	----------------------------------------------------------	--------------------------------------------------------

$$\underline{\hspace{2cm}} - \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

4. Number of kilometers allowed to be travelled at the time of hearing	Number of kilometers your Vehicle has actually travelled	Excess kilometers, if this number is a minus number (less than zero)	<i>Place this amount at marker [D] on line 5 below</i>
------------------------------------------------------------------------	----------------------------------------------------------	----------------------------------------------------------------------	--------------------------------------------------------

→ [B]  $\underline{\hspace{2cm}} - \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$

5. Excess kilometers, if this number is a minus number	The excess kilometer rate shown on your lease agreement	Reduction for excess kilometers driven prior to the date of the hearing. Insert this number in <b>Step 3 on page 22</b>
--------------------------------------------------------	---------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------

→ [D]  $\underline{\hspace{2cm}} \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$

### Step 4 b) Calculation • Reduction for Use - Manufacturer Supported Extended Service Contract

$$\left( \underline{\hspace{2cm}} \div \underline{\hspace{2cm}} \right) \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

Before tax amount paid for a Manufacturer Supported Extended Service Contract if not included in your amortized lease payments (if proven)	Number of months allowed in the lease agreement	Number of months the Vehicle has been in use at the time of the hearing	Reduction for use. Insert amount in <b>Step 4 line (b) on page 22</b>
--------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------	-------------------------------------------------------------------------	-----------------------------------------------------------------------

### Step 4 d) Calculation • Reduction in the Negative Equity Amount Owing to the Manufacturer

$$\left( \underline{\hspace{2cm}} \div \underline{\hspace{2cm}} \right) \times \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

Any Negative Equity amount (if proven)	Number of months allowed in the lease agreement	Number of months the Vehicle has been in use at the time of the hearing	Reduction. Insert amount in <b>Step 4 line (d) on page 22</b>
----------------------------------------	-------------------------------------------------	-------------------------------------------------------------------------	---------------------------------------------------------------





For Office Use Only

CLAIM NO.

*A necessary step in the dispute resolution process is for the Manufacturer to be presented with the problem(s) outlined above, and to be given the opportunity to respond. If you have not already done so, please contact the manufacturer prior to completing this application.*

**MANUFACTURER INVOLVEMENT**

NAME OF MANUFACTURER'S REPRESENTATIVE CONTACTED \_\_\_\_\_

LAST DATE CONTACTED \_\_\_\_\_ FILE NUMBER (if assigned) \_\_\_\_\_  
Day Month Year

RESULTS OF MANUFACTURER'S CONTACT \_\_\_\_\_

**REMEDY REQUESTED**

**PLEASE INDICATE THE REMEDIES YOU ARE ASKING THE ARBITRATOR TO CONSIDER.  
MORE THAN ONE REMEDY CAN BE SELECTED.**

*(Please enclose with this application the documents listed below that relate to the remedy you have requested.)*

**REMEDIES REQUESTED**

- BUYBACK OF VEHICLE**  
*(An appropriate reduction for use may be applied)*
- REFUND OF REPAIR COSTS**  
COST OF REPAIRS CLAIMED \$ \_\_\_\_\_
- REPAIRS TO THE VEHICLE**
- REFUND OF DOCUMENTED EXPENSES**  
TOTAL AMOUNT \$ \_\_\_\_\_  
(\$500.00 Maximum)

**DOCUMENTS TO BE RETURNED WITH APPLICATION**

- a. Vehicle Registration
- b. Bill of Sale (owned vehicles only)
- c. Lease Agreement (leased vehicles only)
- d. Relevant work orders, correspondence & receipts for repairs
- e. All receipts for refund of documented expenses
- f. Completed buyback calculation form  
*(required only if you have requested a buyback)*

**THE ARBITRATION**

**AT THE HEARING I INTEND TO:**

- REPRESENT MYSELF     HAVE LEGAL COUNSEL     BE ACCOMPANIED BY A FAMILY MEMBER
- AUTHORIZE ANOTHER PERSON TO REPRESENT MY INTERESTS \_\_\_\_\_  
Name of Authorized Person
- BRING A WITNESS \_\_\_\_\_  
Name of Witness and relevance to case
- \_\_\_\_\_ Relevance to case

WOULD YOU AGREE TO THIS ARBITRATION BEING CONDUCTED BY TELECONFERENCE?  YES  NO

**SIGNATURES**

**BY SIGNING THIS FORM, I (and the Lessor if applicable):**

- a. acknowledge that I have read Getting Ready for CAMVAP;
- c. acknowledge that the arbitration will be conducted in accordance with the Arbitration Act for my province or territory; and,

- b. agree to be bound by the CAMVAP Agreement for Arbitration;
- d. declare that all information provided on this application and attachments is true and accurate.

CLAIMANT: \_\_\_\_\_ DATE: \_\_\_\_\_  
Day Month Year

LESSOR (if Leased): \_\_\_\_\_ DATE: \_\_\_\_\_  
Day Month Year

**TO BE OBTAINED BY THE PROVINCIAL ADMINISTRATOR**

MANUFACTURER'S REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_  
Day Month Year





## **PARTICIPATING MANUFACTURERS**

Chrysler Canada Inc.	1-800-465-2001 1-800-387-9983 (Québec)
Ford Motor Company of Canada, Limited	1-800-565-3673
General Motors of Canada Limited	1-800-263-3777 (English) 1-800-263-7854 (French) 1-800-263-3830 (TTY)
Honda Canada Inc.	1-888-946-6329 (Honda) 1-888-922-8729 (Acura)
Hyundai Auto Canada Corp.	1-800-461-8242 1-800-461-5695 (Québec)
Jaguar Land Rover Canada ULC	1-800-668-6257 (Jaguar) 1-800-346-3493 (Land Rover)
KIA Canada Inc.	1-877-542-2886
Mazda Canada Inc.	1-800-263-4680
Mercedes-Benz Canada Inc.	1-800-387-0100
Nissan Canada Inc.	1-800-387-0122 (Nissan) 1-800-361-4792 (Infiniti)
Porsche Cars North America Inc.	1-800-767-7243
Subaru Canada Inc.	1-800-894-4212
Toyota Canada Inc.	1-888-869-6828 (Toyota) 1-800-265-3987 (Lexus)
Volkswagen Group Canada Inc.	1-800-822-8987 (Volkswagen) 1-800-822-2834 (Audi)
Volvo Cars of Canada Corp.	1-800-663-8255

**1-800-207-0685**

**[www.camvap.ca](http://www.camvap.ca)**

*Cette publication est également disponible en français.*

*Revised December 2011*