



**CAMVAP**  
**PAVAC**

## **Is CAMVAP For Me?**

**Canadian Motor Vehicle Arbitration Plan**

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

**December 2020**



### ***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 national program that you can use to resolve disputes with a manufacturer about alleged 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 about the alleged defects in the assembly of your vehicle or the materials used to make your vehicle, or how the manufacturer has implemented its new vehicle warranty, the CAMVAP arbitrator may rule in your favour. On the other hand, if the manufacturer's presentation is more convincing than yours the arbitrator may rule in the manufacturer's favour and dismiss your claim.

The arbitrator's written decision is called an Award. Once the arbitrator gives an Award, the case is over. It is expected that you and the manufacturer will do what is necessary to carry out the arbitrator's decision.

The arbitrator's mandate and the CAMVAP arbitration procedures are spelled out in CAMVAP's Agreement for Arbitration that is available on the CAMVAP website or from the Provincial Administrator.

### **What can a CAMVAP arbitrator order?**

The CAMVAP Agreement for Arbitration allows the arbitrator to order certain specific remedies. You will be asked to pick the remedies you want when you fill out your Claim Form. Criteria for these remedies will be explained throughout this document.

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 \$1,000;
- Reimburse you up to \$100 of your total costs to summons witnesses.



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- Reimburse you up to \$200 for the removal and/or reinstallation of an aftermarket part if the arbitrator determines that the aftermarket part was not the cause of the current defect claimed by the consumer.

*The arbitrator can also order that:*

- The manufacturer has no liability for your claim; or
- The arbitrator has no jurisdiction (authority) over your claim.
- That you must remove an aftermarket part from your vehicle prior to your case proceeding on an allegation of a current defect that is caused by or related to an aftermarket part.

*But a CAMVAP arbitrator cannot order:*

- Exemplary, punitive or other damages (except as allowed by the by the available CAMVAP remedies);
- 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;
- The repair, removal or addition of an Aftermarket Part;
- The repair, removal or addition of any computer software.

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

At the hearing you must persuasively present all the information needed to convince the arbitrator to decide your claim in your favour. This may include the testimony of witnesses and the presentation of 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. Where it is safe to do so, videos that demonstrate the issue as it occurs may also be helpful. 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 paralegal, 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. First-hand evidence from witnesses who can provide relevant information with respect to Your Vehicle will help the Arbitrator understand the factual elements of your case.

### **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. 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 the plan's training. 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. Arbitrators are assigned to cases by the Provincial Administrator.

In each Canadian province or territory arbitrations must comply with provincial or territorial legislation.

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

You and the manufacturer are legally bound by the Arbitrator's Award. If the manufacturer doesn't obey the Award, you may ask the Court to enforce it. In certain circumstances, CAMVAP may assist you in the enforcement of an Award. If you do not obey an Award 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 fair, courteous and professional.

### **CAMVAP Is Fast**

From start to finish, the CAMVAP process takes about 70 calendar days. We set up your hearing within fifty (50) calendar days of receiving your completed application. Then, within fourteen (14) calendar days after your hearing, we will send you a copy of the arbitrator's Award. If an inspection of your vehicle is ordered by the arbitrator about twenty (20) calendar days is added to the process. If a decision regarding program eligibility is required by an Arbitrator, an eligibility hearing will be held. This will add about twenty (20) calendar days to the process.

### **CAMVAP Is Friendly**

Your CAMVAP hearing will be held in a hotel meeting room, a business office setting, 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. The manufacturer may follow up again if any new evidence was introduced.

### **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. 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.

When the manufacturer carries out the Award, your claim is over and the manufacturer is released from any responsibility for it.

## 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.



## 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 are listed at the back of this booklet.

## What happens to the information I give to CAMVAP?

By giving your information to CAMVAP you agree that CAMVAP and the Provincial Administrator may collect, use and disclose your personal information for the purposes of filing, managing and resolving your claim.

Arbitrator quality reviews are undertaken from time to time and you may be contacted by an independent market research company to provide feedback. You will be notified in advance that a review is to take place. This is voluntary and does not affect your current claim or any future claims that you make.

After you have completed the CAMVAP process, CAMVAP may also use this information to send you a customer satisfaction survey regarding your experiences with the program. Responding to the survey is entirely optional and your responses will be kept confidential and will not be shared or disclosed by CAMVAP. Choosing not to respond to the survey does not affect your current claim or any future claims that you may make.

## 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 problems that you allege are occurring at the time you apply to CAMVAP;
- 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 travelled not more than 160,000 kilometres at the time of the hearing;
- Your vehicle is of the current or 4 previous model years.
- 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;



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- 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 except where the defect is related to some other alleged defect with your vehicle;
- Your dispute is about allegations of a current defect in your vehicle that is caused by or related to an aftermarket part;
- Your dispute is about connectivity between your vehicle and a third party electronic device or connectivity to your vehicle's computer or electronic system if the manufacturer does not support the device or its functionality.
- Your dispute is about a defect in computer software used in the operation of your vehicle, other than a claim or alleged defect that is directly related to some other defect in workmanship or materials which affects your vehicle.
- Your dispute is about replacement parts and accessories not covered by the manufacturer's warranty and installed on your vehicle after your vehicle was sold to the original retail customer.
- 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 starting the CAMVAP process online or through contacting the CAMVAP Provincial Administrator, 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, bring your vehicle concerns with the dealer service department and see if the dispute can be resolved at that level.

If your dispute is still not resolved, call the manufacturer's customer assistance centre. See the list of participating manufacturers on the 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 and work orders for each dealership service visit. 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 and if the matter cannot be resolved at that level, an arbitrator will have to decide the question. When an arbitrator must make a decision on eligibility, the case will proceed to a teleconferenced eligibility hearing and a written decision will be provided.

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

CAMVAP uses different independent organizations to deliver the plan within Canada. They are called Provincial Administrators.

### **Starting the CAMVAP Process**

It is recommended that you take the time to read about the program on the website prior to starting the process to file your claim. When you believe your Vehicle to be eligible for CAMVAP and are ready to make a CAMVAP claim, you are encouraged to start the CAMVAP process online through the Case Management System (CMS). The CMS can be accessed at any time and its use will allow you to better and more easily manage your claim throughout the CAMVAP process. You will find the portal to submit an application at [www.camvap.ca](http://www.camvap.ca) by clicking "Start the Process". If you are unable to file your claim using the CMS and need accommodation or assistance, contact the Provincial Administrator at 1-800-207-0685.



## The CAMVAP Claims Management System (CMS)

All CAMVAP claims are managed by the Provincial Administrator using the CMS. Once your information has been received you will be able to access the CMS by acknowledging the account activation email that will be sent to you or you can request access to the CMS when you contact the Provincial Administrator by phone. Once your account is activated you can access and manage your claim information by selecting the 'View My Claim' tab on the homepage of the CAMVAP website. The CMS will then guide you through the application process. You may contact the Provincial Administrator by telephone at the toll-free number at any time through the process if you wish to do so. You will also see CAMVAP's privacy policy as part of the online application.

## What happens when I start the CAMVAP pre-screening process on the CMS?

Many of the questions that you will be asked as part of the screening process on the CMS are designed to ensure that your claim meets the plan's basic criteria. If your claim falls outside the criteria, you will be unable to proceed. The CMS will provide information boxes that assist you to answer the questions. Note that while you may not be eligible for arbitration on your first try, you can return and continue your application when the deficiency identified is corrected. An example may be that you have not given the manufacturer an opportunity to resolve the issue and once you have done so, you will be able to answer the question properly and proceed.

At the pre-screening stage, you will be asked these questions:

- What is your vehicle's make, model, year, and odometer reading?
- What is your vehicle's Gross Vehicle Weight may be asked if your vehicle is a light truck (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.)
- Are you the registered owner of the vehicle or lessee under a lease agreement?
- 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?



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If eligible to proceed, you will be directed to the Qualification Worksheet and you will be asked questions such as :

- How much do you use your vehicle for personal, family and business use?
- What is the defect in vehicle assembly or materials that you are complaining about?
- What is the manufacturer and operating system for the third party electronic devices if part of or all of your claim is about connectivity to your vehicle's entertainment system or its computer?
- Are there any non-manufacturer supplied parts or accessories that have been put on your vehicle? If so, what are those parts?
- What is your concern with the manufacturer's application or administration of the new vehicle warranty?

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

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. Try to be as specific as possible with each of the issues that make up your claim.

Take your time with this section because at the hearing the arbitrator can only consider the problems you identify here and no others. The details entered here will be carried over to the Claim Form, unchanged. When the Provincial Administrator or arbitrator or manufacturer read the Problem Identification section, 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.

It is up to you to decide how to explain the problem with your vehicle. 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 happens to the pre-screening information I provide?**

When your claim meets the plan's basic eligibility criteria, your answers are reviewed by the Provincial Administrator and may be sent to the manufacturer if the Provincial Administrator agrees that your claim meets the plan's basic criteria. The manufacturer has five (5) business days to indicate whether it agrees or disagrees that your claim meets the plan's criteria.



If additional information is required about your claim, the Provincial Administrator will contact you by phone or email. You will be informed of any criterion that were not met. Note that you may check the status of your claim when you log into the CMS.

### **What happens when the Provincial Administrator determines that your case appears to be eligible?**

If the Provincial Administrator still finds that your Qualification Worksheet meets the plan's eligibility criteria you will be authorized through the CMS to complete the claim package.

### **What happens when your case appears to be ineligible for CAMVAP?**

If the Provincial Administrator is of the opinion that your vehicle does not meet the eligibility requirements, you will be advised by email and will receive a written explanation. If needed, the Provincial Administrator may contact you for further information if needed to properly assess your application.

### **What happens if the Manufacturer disputes your vehicle's eligibility?**

If the manufacturer disputes the eligibility of your vehicle it must provide reasons to the Provincial Administrator. For example, the manufacturer may respond that:

- You did not give them 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 results from a modification to your vehicle, not a defect;
- The issue is about a part or component that is ineligible for arbitration under CAMVAP;
- Your vehicle's problem is related to or caused by an aftermarket part that has been installed on your vehicle.

The manufacturer does not support the device for which the claim for issues about connectivity have been made.

- There are no current defects with your vehicle; or
- You have already taken the matter to court or are part of a class action lawsuit.

Following review of the information that you provide, and the information provided by the manufacturer, the Provincial Administrator will determine if your application is eligible to proceed. If eligibility is unclear or disputed,



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your case will be forwarded to an arbitrator to determine eligibility. This decision is made in accordance with the eligibility rules set out in the Agreement for Arbitration.

The Provincial Administrator may also share the information provided by you and the manufacturer with the CAMVAP head office for purposes related to filing, managing and resolving your claim.

### **My claim involves vehicle connection issues with my cell phone but the manufacturer verified that my cell phone is incompatible with the vehicle. Is my connectivity issue claim ineligible?**

Yes. Allegations relating to connectivity issues where the third party device is not supported by the vehicle manufacturer are ineligible if the manufacturer provides written verification. You may proceed with all other eligible claims.

### **What happens if the manufacturer alleges there is an aftermarket part on my vehicle that is related to the defect I am claiming?**

If the manufacturer alleges that the claim you are making is caused by or related to an aftermarket part installed on your vehicle that was not authorized by the manufacturer (for example, a remote starter that was purchased from a third-party supplier). In this case you will face three options.

- 1) Have the part removed within 21 days (at your cost) and then proceed with the application provided there are no other reasons for the case not to proceed.
- 2) Object to the manufacturer's allegations that the claim you are making is caused by or related to an aftermarket part and ask that the manufacturer's allegation be reviewed by CAMVAP's Arbitration Specialist (an independent person who will review the manufacturer's allegation) and make a binding decision of eligibility with respect to the manufacturer's allegation that the claim you are making is caused by or related to an aftermarket part.
  - a) If the Arbitration Specialist rules that the allegation made by the manufacturer is not upheld, your case will proceed as long as it meets all other eligibility requirements.
  - b) If the Arbitration Specialist rules that the allegation made by the manufacturer is upheld, then the aftermarket part must be removed within 21 days for the case to proceed, or alternatively,
- 3) You may withdraw that part of your case and proceed with the remainder of the case if all other eligibility requirements are met.

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

The manufacturer may contact you directly to discuss possible solutions or settlement. Consider the manufacturer's offer carefully because if you settle your claim your vehicle will not be eligible for CAMVAP as the current defect



that you allege must be present when you apply for CAMVAP arbitration and throughout the whole application process.

### **My Qualification Worksheet is eligible. What's Next?**

You will receive an email through the CMS that provides a link to the online Claim Form, a brief biography of arbitrator who is tentatively slated to conduct the hearing for your case and directions on how to complete your claim application package for arbitration through CAMVAP. This email also includes these very important documents,

- Is CAMVAP for Me?
- Getting Ready for CAMVAP
- The CAMVAP Agreement for Arbitration
- Information and FAQ for logging into the CMS

You are now ready to complete your application for arbitration through CAMVAP.

## **PART III – COMPLETING YOUR CLAIM APPLICATION PACKAGE ON THE CMS**

Follow the ONLINE instructions carefully as you complete the Claim Form. Some information that you gave as part of the pre-screening will already be included on the form. Complete the claim application package carefully and accurately. Also be prepared to scan and upload the documents that will be part of your claim.

Work through the sections of the Claim Form one at a time and answer all questions fully. Make sure you have covered all aspects of your case.

Should you require any accommodation with respect to the holding of a teleconference to hear your Claim, you should ensure that sufficient detail is provided about your needs relating to your disability so that Provincial Administrator may include your needs in planning the hearing.

You can 'save' the claim form package at any time while you are working on it. Remember to follow the instructions and check your package carefully before you click the 'Final Submission' for your claim form application package to be sent to the Provincial Administrator.

### **Claim Form FAQ**

#### **How much time do I have to complete the claim application package?**

You have sixty (60) calendar days to return the claim application package from the date the Provincial Administrator authorizes access to the online claim application, in rare cases, where it is emailed or mailed to you to be completed manually. 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 an important base line. If you ask for a Buy-back, it is used to determine the Buy-back price and whether or not 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 will contact the lessor on your behalf.

In addition, if you ask for a Buy-back Award, the Buy-back amount for a leased vehicle is calculated using the Leased Vehicle Buy-back form.

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 using the Owned Vehicle Buy-back form. 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. The manufacturer may need to make all or a portion of the Buy-back amount payable to the lien holder.

In addition, if you owed money to a financial institution that was included or rolled into the price of your vehicle, you are required to outline the amount of this 'negative equity' on the Claim Form. If you do not identify the negative equity on the Buyback Calculation Form and there is in fact negative equity according to the manufacturer, the manufacturer may provide information about that debt rollover on its calculation of the Buy-back in its Statement of Defense and request the arbitrator reduce any Buy-back amount if ordered by the amount of previous debt that was incorporated into the sale or lease of your vehicle.

After you have filed your claim, if you have requested a Buy-back of your vehicle and there is a dispute about the amount of Negative Equity that should be considered by the Arbitrator, You should be prepared to respond to the manufacturer's evidence with respect to Negative Equity at the hearing.

### **Why do I have to complete a Buy-Back calculation if the Buy-Back Remedy has been selected?**

This allows the parties to know in advance what the value of the buy-back will be if one is ordered. It is particularly important for you to know how much the buy-back will be so that you can better determine if this is the best



remedy for you. If there is negative equity you will be required to pay all or some of the value of the negative equity should a Buy-back be ordered.

### **Why does a Lien Payment Form have to be completed?**

If the Buy-back includes payment to a financial institution a balance inquiry is required to determine the amount payable to the lien holders. This form allows the manufacturer to communicate with the lienholder to determine the amount owing on your vehicle. If the value of your buyback is determined to be lower than the outstanding balance on your financed loan you will be responsible to satisfy the balance of your loan with your Financial Institution.

### **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 with the manufacturer's consent. New problems can be the subject of a new claim provided they meet the eligibility requirements of CAMVAP.

### **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.

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 "Reimbursement of Diagnostic Testing Expense", indicating the amount involved, up to maximum of \$500, and include copies of receipts for the cost of the diagnostic testing.

### **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 you must 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 Provincial Administrator can assist you with this calculation. 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. Your private calculations will let you know what to expect.



## The Canadian Motor Vehicle Arbitration Plan

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.

Remember, negative equity associated with the purchase or lease of your vehicle may affect the Buy-back amount.

### 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 twenty-one (21) calendar 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 a down payment or trade-in, 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 or dealer.</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 not more than 25,000 kilometres at the time of the hearing.</li> <li>The amount of any debt from your previous vehicle that was included in the purchase price of your vehicle may reduce the Buy-back if such an amount is included in the manufacturer's response and proven at the hearing.</li> </ul>	<p>You will receive less money (and possibly owe money to the manufacturer) if your vehicle:</p> <ul style="list-style-type: none"> <li>Travelled more kilometres than the lease permits on a monthly basis; or</li> <li>Have lease arrears when the vehicle is bought back.</li> <li>The amount of any debt from your previous vehicle that was included in the purchase price of your vehicle may reduce the Buy-back if such an amount is included in the manufacturer's response and proven at the hearing.</li> </ul>

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

GST or HST on the Buy-back amount is calculated by using the same rate as shown on your purchase or lease agreement. Provincial or territorial sales tax is not included in the Buy-back calculation. 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, available and warranted based on the evidence presented at the hearing.



When repairs are ordered, the arbitrator remains responsible for the case for ninety (90) calendar 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 ninety (90) calendar 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?**

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 ten (10) calendar days before the hearing. If you do not provide this information in time the Arbitrator may not allow you to use it.

Remember, witnesses can be key to providing the arbitrator with information about the alleged defects, particularly when those defects are intermittent and may not always be present with the vehicle.

### **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, and that your vehicle still qualifies 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 ten (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 defense to your claim. The Provincial Administrator will send you a copy of the manufacturer's response and documents. The manufacturer may not file its full response prior to an eligibility hearing request. The manufacturer's full response must be filed if the arbitrator determines that your case is eligible for CAMVAP.

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

If your Claim Form is complete, the Provincial Administrator will set up your hearing to be held within fifty (50) calendar days of receiving your completed application. The hearing location 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.

### Consumer Survey

CAMVAP provides consumers who are eligible for the program an opportunity to participate in a consumer survey. The survey is voluntary and should take no longer than 5 minutes to complete. Survey responses are confidential, will not be shared or disclosed further by CAMVAP, and will have no impact on past or future Claims.

When Your eligible CAMVAP claim is closed you will receive a survey request by email through the CMS. Please follow the instructions that are provided to complete the survey. The survey request can be declined if you do not wish to participate in the survey.





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

Note: This step is much more easily done via the CAMVAP website, or through the handling of your application via 'View My Claim' if you are going through the process online.

#### 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

$$\text{Reduction for Use} = \frac{\text{Purchase Price} \times \text{odometer reading at time of hearing}}{200,000 \text{ km}}$$

### Reduction for Use Calculation

$$\left( \frac{\text{Insert the Vehicle purchase price as calculated at Step 1, line (i) on page 24}}{\text{Insert odometer reading at time of hearing.}} \right) \div 200,000 \text{ km} = \frac{\text{Reduction for use. Insert this amount at Step 1, line (j) on page 24}}{\text{Reduction for use. Insert this amount at Step 1, line (j) on page 24}}$$

### 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 no more 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 no more 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 18.20 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 1l) 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 27**

### 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 27**

### 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 27**

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 27**

**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 26</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 26</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 26</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 26</b>
----------------------------------------	-------------------------------------------------	-------------------------------------------------------------------------	---------------------------------------------------------------

## Participating Manufacturers

Ford Motor Company of Canada, Limited	1-800-565-3673
General Motors of Canada Company	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.	1-888-216-2626
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 Canada, Ltd.	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.*

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