



CAMVAP
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Agreement for Arbitration

Canadian Motor Vehicle Arbitration Plan

www.camvap.ca

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THE CANADIAN MOTOR VEHICLE ARBITRATION PLAN



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AGREEMENT FOR ARBITRATION

1. PURPOSE OF THE CAMVAP PROGRAM

- 1.1. The Canadian Motor Vehicle Arbitration Plan (CAMVAP) is a voluntary alternative dispute resolution program where eligible disputes between automobile manufacturers and their customers can be resolved through arbitration. This Agreement for Arbitration is meant to achieve this result.

2. ARBITRATION

- 2.1. Arbitration means that You and the Manufacturer both agree to accept the decision of an impartial person (the Arbitrator) who will listen to both sides of the case, weigh the evidence, and make a decision that is final and binding on both You and the Manufacturer, subject to Section 12.
- 2.2. The Arbitrator will decide all questions of fact, law, procedure and evidence that arise in the case.

3. KEY TERMS

- 3.1. In this Agreement, certain important words appear with the first letter of the word capitalized. These important words have special meanings and the meanings are set out in Section 18 of this Agreement.

4. ELIGIBILITY

- 4.1. To be eligible for the CAMVAP program, Your dispute must fall within a category listed under Section 4.2. In addition, You and Your Vehicle must meet the other eligibility criteria under Section 4.3 and Your dispute must not be excluded under Section 4.4.
- 4.2. **Disputes Which Can be Arbitrated**
You can arbitrate disputes relating to:
 - 4.2.1. The application or administration of the Manufacturer's new vehicle warranty as it applies to Your Vehicle; and
 - 4.2.2. Allegations of a Current Defect in Vehicle Assembly or Materials specific to Your Vehicle as delivered by the Manufacturer to an Authorized Dealer.
 - 4.2.2.1. If Your Claim does not involve a dispute over the Manufacturer's new vehicle warranty and if You are applying for any award other than an award for reimbursement of repairs or expenses under Section 6.3, Your Claim must include an allegation of a Current Defect when You first contact CAMVAP.
- 4.3. **Other Eligibility Criteria**
CAMVAP is available provided that:
 - 4.3.1. 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);
 - 4.3.2. Your Vehicle has travelled not more than 160,000 kilometres at the time of the hearing;
 - 4.3.3. Your Vehicle is of the current model year or past model years as set out in the chart below and Your Claim Form was received by the Provincial Administrator for the province or territory in which You reside on or before the last filing date as set out for Your Vehicle model year;



Vehicle Model Year	Last Filing Date
2008	September 30, 2012
2009	September 30, 2013
2010	September 30, 2014
2011	September 30, 2015
2012	September 30, 2016
2013	September 30, 2017
2014	September 30, 2018

4.3.4.

- 4.3.4.1. You were the registered Owner of Your Vehicle when the dispute arose; or
- 4.3.4.2. You are a single user Lessee under a lease agreement with a term of not less than twelve (12) months and the Lessor has signed the Claim Form; or
- 4.3.4.3. Your Vehicle is registered to a business and:
 - 4.3.4.3.1. You are the owner of the business; or
 - 4.3.4.3.2. You are an officer or director of a corporation carrying on the business; and
 - 4.3.4.3.3. You or a family member is the principal driver of Your Vehicle; or
- 4.3.4.4. Your Vehicle is leased to a business under a lease agreement with a term of not less than twelve (12) months and:
 - 4.3.4.4.1. You are the owner of the business; or
 - 4.3.4.4.2. You are an officer or director of a corporation carrying on the business; and
 - 4.3.4.4.3. You or a family member is the principal driver of Your Vehicle; and
 - 4.3.4.4.4. the Lessor has signed the Claim Form;
- 4.3.5. You continue to own or lease Your Vehicle throughout the arbitration of Your Claim;
- 4.3.6. You live in a Canadian province or territory; and
- 4.3.7. You have tried to resolve the dispute with the Manufacturer (according to the dispute resolution process described in Your warranty booklet or owner’s manual) and have given not only the Authorized Dealer but also the Manufacturer a reasonable amount of time and opportunity to resolve the problem;
- 4.3.8. You have allowed the Manufacturer to complete the work that it deems to be required under a recall being made 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:
 - 4.3.8.1. You were notified in writing about the recall or the service campaign directly by the Manufacturer or indirectly by the Provincial Administrator, or by an Authorized Dealer; and,
 - 4.3.8.2. The work under the recall will be done at no cost to You.



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4.4. Disputes Which Cannot be Arbitrated

You cannot arbitrate disputes:

- 4.4.1. Involving personal injury and/or 3rd Party property damage (including property damage to Your own Vehicle) resulting from the use, ownership or operation of Your Vehicle even if You allege a defect in Vehicle Assembly or Materials under Section 4.2.2;
- 4.4.2. Involving Claims or allegations of a defect in the design of Your Vehicle or the design of any of the Materials of Your Vehicle;
- 4.4.3. Involving Claims for consequential or incidental damages, loss of profits, inconvenience, loss of use or availability of Your Vehicle, or punitive damages, other than as specified in Section 6.3.2;
- 4.4.4. Involving the same Claims You are now making but which have previously been settled with the Manufacturer or an Authorized Dealer;
- 4.4.5. Involving Claims strictly relating to a dispute between You and an Authorized Dealer;
- 4.4.6. Involving Claims which have been or are presently being arbitrated or mediated outside the Plan, or being litigated before the courts, either by Yourself or as part of a class action;
- 4.4.7. Involving Vehicles used primarily for business or commercial purposes;
- 4.4.8. Involving Claims based solely on Loss of Confidence in Your Vehicle;
- 4.4.9. Involving motorhomes;
- 4.4.10. Involving Vehicles currently or previously used as ambulances, taxicabs, limousines, police, fire or municipal service vehicles, snowplows; vehicles modified for driver education purposes; or hearses;
- 4.4.11. Involving Vehicles that have previously been:
 - 4.4.11.1. written off by an insurance company; or
 - 4.4.11.2. declared a total loss by an insurance company; or
 - 4.4.11.3. have been identified as a total loss by the Manufacturer and confirmed as such by CAMVAP through an Insurance Bureau of Canada report; or
 - 4.4.11.4. registered by a provincial or territorial transportation ministry as irreparable, salvage; or rebuilt;
- 4.4.12. Involving Vehicles built to non-Canadian specifications and intended for sale outside Canada;
- 4.4.13. Relating to service contracts, extended warranties, or third Party warranties which are not part of the Manufacturer's new vehicle warranty;
- 4.4.14. Relating to any Claim or allegation of tire defect, except where the defect is directly related to some other defect in workmanship or Materials which affects Your Vehicle. For greater certainty, You cannot arbitrate a dispute related to tire defects even where the Manufacturer warrants tires under the Manufacturer's new vehicle warranty;
- 4.4.15. Relating to any Claim or allegation of defect, in respect of parts, components, or accessories which were not authorized by the Manufacturer and were not ordered and installed by the Manufacturer or an Authorized Dealer at the time that Your Vehicle was sold to the original retail customer;
- 4.4.16. Relating to any Claim or allegation of defect, in respect of parts, components, or accessories added to Your Vehicle or used to repair Your Vehicle after being sold to the original retail consumer that were not authorized by the Manufacturer;



- 4.4.17. Relating to rustproofing applied other than by the Manufacturer; or
- 4.4.18. Relating to any Claim or allegations involving fuel efficiency, except where one or more defective components of Your Vehicle are alleged to be the cause of the fuel efficiency problem;
- 4.5. **Eligibility Disputes**
 - 4.5.1. If preliminary matters are raised with respect to eligibility of Your Vehicle for the Plan, CAMVAP may, at the Provincial Administrator's discretion, select and appoint an Arbitrator to make a determination about eligibility. The hearing regarding eligibility will be normally held by teleconference.

5. INITIATING THE CAMVAP PROCESS

- 5.1. When You first contact CAMVAP, the Provincial Administrator will confirm that You have tried to resolve the dispute with the Manufacturer (according to the dispute resolution process described in Your warranty booklet) by asking for some basic information and verifying it with the Manufacturer.
If, at this stage, there is a dispute about the eligibility of Your Claim that cannot be resolved by the Provincial Administrator, Your Claim will be accepted by the Provincial Administrator and processed for arbitration as set out in this Agreement.
- 5.2. You have sixty (60) Days from the date that the Provincial Administrator mails, gives, or sends to You, by some other means, the Claim Form in which to return the completed Claim Form. If You do not return the Claim Form within those sixty (60) Days, Your Claim will not be processed. You may re-apply to the Plan at any time if Your Claim has been rejected under this Section.
- 5.3. When Your completed and signed Claim Form is received by the Provincial Administrator, it will be checked to ensure completeness. If additional information is required, You will be contacted by the Provincial Administrator. Once the Claim Form is complete, it will be forwarded to the Manufacturer. The Manufacturer must file an answer to Your Claim within ten (10) business Days after receiving it from the Provincial Administrator. The Provincial Administrator will arrange an arbitration hearing whether or not the Manufacturer answers Your Claim.
- 5.4. When You sign the Claim Form, You are verifying that statements made by You are true. You are also agreeing to follow the CAMVAP procedures and to be bound by this Agreement for Arbitration. The Manufacturers who participate in CAMVAP have already agreed to do this.
- 5.5. When You fill out the CAMVAP Claim Form, **You must clearly identify the problems about which You seek the decision of an Arbitrator. The Arbitrator will only look at these problems and no others.**
- 5.6. The Provincial Administrator will assign an Arbitrator from a roster maintained by CAMVAP and this will be the Arbitrator for Your Claim.

6. WHAT AN ARBITRATOR CAN ORDER

Under CAMVAP, the Arbitrator can make one or more of the following awards:

- 6.1. **The Manufacturer Buy Back Your Vehicle**
 - 6.1.1. This award can only be made if Your Vehicle has travelled less than 60,000 kilometres and has been in service for no more than thirty-six (36) months at the time of the hearing.
 - 6.1.2. The Buy-back Amount for Your Vehicle will be calculated as set out in Section 19 for owned vehicles or Section 20 for leased vehicles.



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- 6.1.3. When the Arbitrator makes a buy-back award, You are responsible for recovering, where allowable, any provincial or territorial sales tax paid in the province or territory where You purchased Your Vehicle.
- 6.1.4. When the Arbitrator makes a buy-back award, the Manufacturer will refund any Goods and Services Tax (GST) or Harmonized Sales Tax (HST) paid on the purchase of Your Vehicle which will be adjusted to take into account any reduction for use of Your Vehicle.
- 6.1.5. When the Arbitrator makes a buy-back award, the following requirements apply:
 - 6.1.5.1. You must represent and warrant that Your Vehicle is free and clear of all third Party security interests, mortgages, liens and hypothecs (collectively referred to as a "lien").
 - 6.1.5.2. In the case of a leased Vehicle, following receipt of a buy-back award, You must provide to the Manufacturer, through the Provincial Administrator, a written statement from the Lessor showing that Your lease payments are up to date or, if there are any arrears owing by You to the Lessor. If the statement supplied by the Lessor indicates that Your account with the Lessor is in arrears at the time Your Vehicle is delivered to the Manufacturer, Section 20.2 will apply. Payment can be made on the same terms as set out in Section 6.1.5.8.
 - 6.1.5.3. If Your Vehicle is subject to a lien, the Manufacturer will make payment:
 - 6.1.5.3.1. jointly to You as Owner and to the lienholder; or
 - 6.1.5.3.2. alternatively, directly to the lienholder to satisfy the lien with the remaining funds then being sent directly to You.
 - 6.1.5.3.3. If Your Vehicle is leased, the Manufacturer will make payment of Your entitlement to You as the Lessee, and separately to the Lessor and the lienholder.
 - 6.1.5.4. Either as Owner or Lessee, as the case may be, You must provide an indemnity agreement for any claims that may be made by lienholders against the Manufacturer with respect to Your Vehicle.
 - 6.1.5.5. You must agree to deliver Your Vehicle to the Manufacturer, or an Authorized Dealer agreeable to You and the Manufacturer, within twenty-one (21) Days of receipt of the Arbitrator's order. Your Vehicle must be in substantially the same condition that it was in at the time of the hearing. The Manufacturer or the Authorized Dealer is entitled to inspect Your Vehicle before taking delivery in order to check its condition. The Manufacturer or the Authorized Dealer can refuse to take delivery of Your Vehicle and to complete the buy-back if it has been damaged, or there are components missing since the time of the hearing, and the Manufacturer may not be required to complete the buy-back transaction.
 - 6.1.5.6. You must provide, and sign, all documents necessary to transfer the ownership of Your Vehicle or to facilitate termination of the lease agreement with the Lessor of Your Vehicle; and
 - 6.1.5.7. In the case of a leased Vehicle, any rebates for extended service contracts, life insurance, accident and health insurance or other rebates included in the lease of Your Vehicle shall be payable to the Manufacturer following termination of the lease agreement.



- 6.1.5.8. When Your Vehicle is leased and the calculation for the buy-back as set out in Section 20 requires that You reimburse the Manufacturer for excess kilometres, You must pay the Manufacturer the amount calculated as owing for such excess kilometrage at the time Your Vehicle is returned to the Authorized Dealer. Such reimbursement may be made by way of certified cheque, money order, cash, or by a major credit card.
- 6.1.5.9. When the Arbitrator makes a buy-back award, the Arbitrator will remain responsible for the case until the buy-back is completed. If the buy-back is not completed under this Section, either You or the Manufacturer may, through Your Provincial Administrator's office, ask the Arbitrator to recall the Parties to a hearing.
- 6.1.5.10. In exceptional circumstances, where the Arbitrator makes a buy-back award and there is physical damage to Your Vehicle, or there are components missing from Your Vehicle at the time of the hearing, the Arbitrator may order that estimates be obtained, from one or more Authorized Dealers, for the repair of such damage or the replacement of such components. The Arbitrator may also order that the amount of the award be reduced by an amount of money up to the value of the lowest priced estimate obtained from the Authorized Dealers.

6.2. The Manufacturer Repair Your Vehicle at an Authorized Dealer

- 6.2.1. Where the Arbitrator makes this award, both You and the Manufacturer will arrange to have such repairs carried out within thirty (30) business Days of receipt of the Arbitrator's order. The Manufacturer will also arrange to have such repairs carried out in a good and workmanlike manner. This thirty (30) business Day period can be extended by a reasonable period of time to allow for the delivery of Manufacturer approved new or re-manufactured original equipment replacement parts to the Manufacturer or to the Authorized Dealer.
- 6.2.2. Any other repairs which are required to be made to Your Vehicle, and which are outside the jurisdiction of the Arbitrator, will be Your responsibility.
- 6.2.3. When the Arbitrator makes this award, the Arbitrator will remain responsible for the case for ninety (90) Days from the date the repairs are completed. If the repairs are not carried out in a good and workmanlike manner, You may, through Your Provincial Administrator's office, ask the Arbitrator to recall the Parties to a hearing in order to make an additional award.

6.3. Monetary Awards

The Arbitrator may make an order awarding an amount of money for:

- 6.3.1. A complete or partial refund of the cost of repairs to Your Vehicle where those repairs have clearly been identified as all or part of Your Claim;
- 6.3.2. A refund of reasonable and documented expenses not to exceed \$500 (inclusive of applicable taxes) incurred prior to the date of the hearing for vehicle rentals, accommodation, towing, taxis and weigh scale fees that established eligibility under section 4.3.1; and
- 6.3.3. A complete or partial refund not to exceed \$500 (inclusive of applicable taxes) for diagnostic testing of Your Vehicle done prior to the date of the hearing.



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6.4. Other Awards

The Arbitrator may determine that:

- 6.4.1. The Manufacturer has no liability with respect to Your Claim; or
- 6.4.2. In accordance with the terms set out in this Agreement, Your Claim is not eligible for arbitration and that he or she has no jurisdiction to hear the matter or to make an award with respect to Your Claim.

6.5. Arbitrators Cannot Award

- 6.5.1. Exemplary, punitive or other damages other than those set out in this Agreement;
- 6.5.2. Reimbursement of expenses incurred in the purchase or lease of Your Vehicle other than those allowed by Sections 6.1 and 6.3;
- 6.5.3. Rescission of any sales or leasing contracts entered into by You for the purchase or lease of Your Vehicle;
- 6.5.4. Provision of an extended service contract or an extension of the Manufacturer's new vehicle warranty.

7. THE ARBITRATION PROCESS

7.1. Arbitration Procedures

- 7.1.1. The arbitration will be conducted in accordance with the terms and procedures set out in this Agreement for Arbitration and all applicable laws in the province or territory in which You reside, including legislation governing arbitrations. The Arbitrator is also bound to apply the rules of natural justice, as well as, in Quebec, any rule of public order. The hearing will be conducted by the Arbitrator in the manner which is most appropriate in the circumstances.
- 7.1.2. Arbitration hearings may, at the Arbitrator's discretion, be conducted in person, by teleconference, or, if appropriate, for any hearings following the in person or teleconference hearing, by document exchange.
- 7.1.3. All arbitrations will be conducted by one Arbitrator.

7.2. Arbitrator's Discretion Not to Proceed with the Hearing

The Arbitrator may decide that Your Claim is one which should be determined by the court rather than by an Arbitrator under the Plan. The Arbitrator has the sole right, at any time before making an award, to terminate the hearing if there are good and sufficient reasons for deciding it would not be appropriate to proceed with the arbitration of Your Claim. Where the Arbitrator makes such a decision, the Arbitrator is deemed not to have taken control of the dispute and You and the Manufacturer are immediately free to follow any other remedies, including legal action.

7.3. Language of Hearing

- 7.3.1. Arbitrations will be conducted in either English or French in all applicable provinces. In all other provinces and territories, arbitrations will be conducted in English and, where feasible, in French.
- 7.3.2. Both You and the Manufacturer can ask for the services of an interpreter at the hearing. Where an interpreter is required, a written request must be made to the Provincial Administrator not less than fourteen (14) Days before the hearing date. The Provincial Administrator will find a court-approved interpreter and arrange for the interpreter to be present at the time of the hearing. Any costs for the services of an interpreter are payable by the Party requesting those services.



7.4. Teleconference Hearings

- 7.4.1. Where agreed to by the Parties and considered appropriate by the Arbitrator, and where allowed by provincial or territorial legislation governing arbitration, the Arbitrator may use a teleconference hearing rather than an in-person hearing to hear Your Claim. The Arbitrator and the Parties must be able to hear each other clearly at the same time throughout the teleconference.
- 7.4.2. Teleconference hearings will be set up by CAMVAP at the Arbitrator’s direction. The Provincial Administrator will advise You of the time and the contact procedures.
- 7.4.3. Teleconference hearings may be set up on three (3) Days notice. Notice may be waived if You, the Manufacturer, and the Arbitrator agree.
- 7.4.4. The hearing rules in Section 7.5 also apply to teleconference hearings.

7.5. Conduct of Hearings

- 7.5.1. The Arbitrator will hear Your Claim in private. The only people entitled to attend the hearing are:
 - 7.5.1.1. You and any person of Your choice to assist You;
 - 7.5.1.2. the Manufacturer’s representative and any person of his or her choice to provide assistance;
 - 7.5.1.3. any persons who are required by You or by the Manufacturer to give evidence as witnesses as set out in the exchange of information in Section 8.5;
 - 7.5.1.4. the Arbitrator; and
 - 7.5.1.5. at the discretion of the Arbitrator, either a representative from the Provincial Administrator or from the CAMVAP national office.
- 7.5.2. You may be represented by legal counsel if You wish to do so. If You are going to be represented by legal counsel, You must indicate this in the appropriate section on the Claim Form. All expenses associated with the attendance of Your legal counsel are Your responsibility. The Manufacturer may be represented by legal counsel, at its own expense, and must give You notice of the attendance of its legal counsel as part of the exchange of documents under Section 8.
- 7.5.3. The Arbitrator can, if requested by either Party, adjourn the hearing after it has started. If the Arbitrator agrees to adjourn the hearing, it must be rescheduled not more than fifteen (15) Days after the original hearing date, unless the Arbitrator is satisfied that there are appropriate reasons for adjourning the hearing to a later date.
- 7.5.4. If any Party fails to attend the hearing, the Arbitrator will adjourn the hearing to a new date. In doing this, the Arbitrator can impose such conditions as are appropriate in the circumstances. The Provincial Administrator will give the Parties fourteen (14) Days written notice of the rescheduled hearing date. If the Party who previously failed to attend the hearing fails to do so again on the rescheduled date, the Arbitrator may proceed with the hearing in the absence of the Party who has failed to attend.

7.6. Scheduling the Hearing

- 7.6.1. The Provincial Administrator will arrange the hearing date for not more than fifty (50) Days after receipt of Your properly completed and signed Claim Form.



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- 7.6.2. The Provincial Administrator will arrange a date, time and place for the hearing of Your Claim and will notify You and the Manufacturer at least fourteen (14) Days before the hearing date.
 - 7.6.3. The fourteen (14) Day time-frame may be reduced:
 - 7.6.3.1. upon mutual agreement of the Arbitrator, You and the Manufacturer; or
 - 7.6.3.2. by the Provincial Administrator when a teleconference is being scheduled to hear matters with respect to eligibility and/or jurisdiction as set out in Section 4.5.1.
 - 7.6.4. Either You or the Manufacturer can request rescheduling of the hearing by contacting the Provincial Administrator:
 - 7.6.4.1. at least ten (10) Days before an in-person hearing; or
 - 7.6.4.2. at least three (3) Days before a teleconference hearing.
 - 7.6.5. Only one request to rearrange the hearing date is allowed from each Party and no further requests will be permitted.
- 7.7. **Communicating with the Arbitrator**
- An important principle of arbitration under the Plan is that the Parties may not communicate with the Arbitrator except in the presence of one another. All communications to and from the Arbitrator, either before or after the hearing, must be through the Provincial Administrator who, in turn, will pass the information to the Arbitrator and to the other Party.

8. DOCUMENTS AND EXCHANGE OF INFORMATION

- 8.1. Both You and the Manufacturer must, wherever possible, exchange all relevant documents before the hearing date. The Provincial Administrator will coordinate the exchange of documents before the hearing date. At the hearing, the Arbitrator can hear any evidence and look at any documents which are relevant to the dispute between You and the Manufacturer.
- 8.2. If the Arbitrator determines that all relevant documents have not been exchanged or that the position to be taken by each Party is not clear, a pre-hearing teleconference will be convened to ensure both You and the Manufacturer have received all the information that will be entered as evidence at the hearing.
- 8.3. You and the Manufacturer may provide documentation relevant to Your Claim at the hearing, including, but not limited to, documents relating to Your Vehicle's past warranty history, any defects in Your Vehicle, any inspections of Your Vehicle, any diagnostics performed on Your Vehicle and any repairs completed by the Manufacturer or an Authorized Dealer. The Arbitrator will determine the relevance and admissibility of any documents presented at a hearing.
- 8.4. Where the Manufacturer requests a reduction of the Buy-back Amount in accordance with Sections 19 or 20 based on Negative Equity, Manufacturer's rebates or incentives that do not clearly appear on the retail sales contract or bill of sale for Your Vehicle, the Manufacturer must provide You with documents establishing its entitlement to the reduction in accordance with Section 8.5, failing which the Arbitrator shall not grant the reduction of the Buy-back Amount.
- 8.5. Unless there are exceptional circumstances, all documents and information, including the names, titles and purpose of intended witnesses or persons who will be assisting You, if required, and who will be attending the hearing shall be exchanged at least ten (10) Days prior to the hearing date.



9. EVIDENCE AT THE HEARING

- 9.1. Both You and the Manufacturer may call witnesses to give evidence on matters relevant to Your Claim.
- 9.2. All evidence is to be given under oath or by affirmation.
- 9.3. Each Party may cross-examine the other Party's witnesses.
- 9.4. Evidence given by the Parties and witnesses at the hearing will be the most persuasive and determinative evidence.
- 9.5. Both You and the Manufacturer may expand on the problems set out on Your Claim Form but You cannot add additional problems at the hearing unless the Manufacturer consents to You doing so.
- 9.6. If a witness cannot be present on the hearing date, either in person or by teleconference, the Arbitrator may allow that witness' evidence to be presented in a sworn affidavit. This type of evidence will not be determinative and will be less persuasive than the evidence given under oath or by affirmation during the hearing.
- 9.7. If, after the exchange of documents and prior to the hearing, You decide it is necessary to ensure Your witness is present at the hearing to provide oral or documentary evidence, You may obtain a summons to witness or subpoena to assist You.
- 9.8. The Provincial Administrator may assist You by providing information regarding obtaining a summons to witness or subpoena. You are responsible, subject to Section 9.9, to ensure the summons to witness or subpoena is properly issued and served and for any and all costs and fees incurred by You to obtain such summons to witness or subpoena.
- 9.9. The Arbitrator may make an order that the Manufacturer reimburse You up to a maximum of \$100 per case towards the documented costs You incurred in connection with a summons to witness or subpoena. To obtain a refund, the Arbitrator must be satisfied that the evidence given at the hearing by a witness was material to the case as it was presented at the hearing. Any expenses incurred by You, over and above the \$100 limit, will not be allowed by the Arbitrator.
- 9.10. Where the Arbitrator is satisfied that You have abused the power to summon or subpoena a witness to an arbitration, the Arbitrator shall not order reimbursement to You for any amount You have paid to summon or subpoena that witness.

10. INSPECTION OF THE VEHICLE

- 10.1. The Arbitrator can inspect Your Vehicle and Your Vehicle must be available for the Arbitrator on the hearing date unless the hearing is being held by teleconference. If Your Vehicle is inoperable, and cannot be brought to the hearing, You must notify the Provincial Administrator of this fact as part of the information and document exchange under Section 8.
- 10.2. Each Party must be present or represented when the Arbitrator inspects Your Vehicle. By allowing the Arbitrator to inspect Your Vehicle, You acknowledge that You have consented to allow the Arbitrator and the other Party to drive or operate Your Vehicle. During the test drive, the Arbitrator and both Parties must be in attendance unless this is not feasible due to seating constraints. In such cases, the Arbitrator will determine the most appropriate method to test drive Your Vehicle in a manner that allows You to demonstrate Your concerns to the Arbitrator and to the Manufacturer's Representative.
- 10.3. The Arbitrator may order that a technical inspection be done on Your Vehicle. The Arbitrator's request for a technical inspection will be made in writing through the Provincial Administrator.



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- 10.4. Unless the Arbitrator orders or directs otherwise, the technical inspection shall be completed within ten (10) business Days from the date that the Arbitrator's order or direction is received by the organization required to perform the technical inspection.
- 10.5. When arrangements for a technical inspection are being made with You, there must be a minimum of two (2) full business Days notice to the Manufacturer between the scheduling of the inspection and the date and time for the inspection to be completed. This timeframe may be reduced by agreement of the Parties.
- 10.6. Where a technical inspection is required to be performed, You are responsible for making Your Vehicle available for the technical inspection.
- 10.7. If a technical inspection is ordered either before or following the teleconference or in-person hearing, You will be notified of the time and place either by the Provincial Administrator or by the organization conducting the technical inspection. If a technical inspection is ordered following the teleconference or in-person hearing, the Arbitrator will do so through the Provincial Administrator within seven (7) Days following the date of the teleconference or in-person hearing.
- 10.8. The technical examiner may drive, test and inspect Your Vehicle as may be appropriate for Your type of Claim. Such inspection may include disassembly and reassembly of Vehicle components as determined by the technical examiner.
- 10.9. The technical examiner will issue a written report that will be forwarded to the Provincial Administrator for circulation to the Arbitrator and to the Parties.
- 10.10. Unless the Arbitrator makes a different order, both Parties will have seven (7) Days from the date of mailing or electronic transmittal of the inspection report by the Provincial Administrator to provide written comments about the inspection report and findings for the Arbitrator's consideration. These comments must be sent to the Provincial Administrator.
- 10.11. The technical inspection will be conducted at no charge to You.

11. AWARD

The Arbitrator's final decision is called an award.

- 11.1. The Arbitrator will make the award in writing and will deliver copies of the award to both the Provincial Administrator and the CAMVAP national office not more than fourteen (14) Days after the conclusion of the hearing or any subsequent technical examination, if one is so ordered.
- 11.2. The Arbitrator is not bound by any similar decision set out in any other award made by an Arbitrator under the Plan.
- 11.3. The Arbitrator will set out in the award his or her reasons for the decision or decisions made with respect to Your Claim.
- 11.4. The Arbitrator may determine and rule on questions of law if this is necessary in order to make a determination with respect to Your Claim.
- 11.5. The Provincial Administrator will forward a copy of the award to You and the Manufacturer upon its receipt from the Arbitrator.
- 11.6. The copy of the award sent to the CAMVAP national office will become part of the CAMVAP library of awards.



12. FINALITY OF ARBITRATOR'S DECISION

- 12.1. The decision of the Arbitrator is final and binding on both Parties. Both You and the Manufacturer are bound by that decision subject to very limited rights that both You and the Manufacturer have to seek an examination of the decision by a court. Provincial and territorial legislation governing arbitration allow judicial review or, in Quebec, annulment of the arbitration process or award. If a Judge rules that the Arbitrator made a mistake or an error in law involving Your case, or that he or she has exceeded the terms and conditions of this Agreement for Arbitration, or, in Quebec, that the ruling is contrary to public order, then the Arbitrator's decision may, depending on the legislation in Your province or territory, be set aside, modified, or a new hearing ordered.
- 12.2. Provincial and territorial legislation governing arbitration also allows the Arbitrator to correct minor errors or omissions in the award such as a misprint or error in calculation, or in some jurisdictions, to correct an injustice caused by an oversight by the Arbitrator. You or the Manufacturer must communicate any such concern regarding the award, in writing, to the Provincial Administrator within fifteen (15) Days of receiving the Arbitrator's award if You believe an error or omission has been made.
- 12.3. Subject to any provincial or territorial legislation governing arbitration, where the Arbitrator makes an award and the Manufacturer has not complied with the award, You may seek to enforce the Arbitrator's award in the appropriate court in Your province or territory.

13. COSTS TO YOU

- 13.1. You are not required to pay any of the costs relating to the arbitration of Your Claim. The cost of running the Plan is fully paid by the participating Manufacturers.
- 13.2. You are, however, responsible for all costs incurred by:
 - 13.2.1. Your witnesses attending the hearing to give evidence on Your behalf;
 - 13.2.2. Your legal fees, if You are represented by legal counsel;
 - 13.2.3. All travel and accommodation expenses incurred by You in attending the hearing;
 - 13.2.4. The costs of an interpreter, if You requested the services of an interpreter; and
 - 13.2.5. Subject to Section 9.9, all fees and costs incurred to summon a witness to a hearing as set out in Section 9.

14. DISCLOSURE

- 14.1. You may discuss Your involvement in CAMVAP, including the award made by the Arbitrator, as You see fit.
- 14.2. CAMVAP will periodically post information to its Internet website or use case information in its public reporting in a manner that identifies the make, model and year of the vehicles along with the nature of the complaint and the type of awards issued. Your name will not be identified.



15. SUSPENSION OF LEGAL RIGHTS

- 15.1. You may not start any legal action or proceeding against the Manufacturer or any Authorized Dealer with respect to Your Claim once You have filed Your Claim with the Provincial Administrator. Any legal action or proceeding which has been started must be discontinued by You before You file Your Claim with the Provincial Administrator. You may not apply for arbitration of any dispute which was previously litigated in the courts. You may not litigate any dispute in the courts which previously went to arbitration unless:
 - 15.1.1. The Arbitrator does not make a final decision with respect to Your Claim within fourteen (14) Days following completion of the hearing and the technical inspection if one is ordered; and
 - 15.1.2. You have given the Provincial Administrator notice in writing that the Arbitrator has not made a decision; and
 - 15.1.3. CAMVAP has not resolved the matter within thirty (30) Days from receipt of Your notice by either getting the Arbitrator's final Award or appointing a replacement Arbitrator from the roster of Arbitrators to rehear Your Claim.
- 15.2. Once the Arbitrator has made a final award with respect to Your Claim:
 - 15.2.1. You fully and finally release the Manufacturer and all Authorized Dealers from all claims, damages and losses that are in any way related to Your Claim, including any Claim for damages or losses that the Arbitrator could not award under Section 6, unless the award is set aside or annulled by a court in accordance with provincial or territorial law governing arbitration awards;
 - 15.2.2. You acknowledge that You may not recover any damages or costs with respect to Your Claim from the Manufacturer or any Authorized Dealer, other than those the Arbitrator awarded to You; and
 - 15.2.3. You agree that any action or proceeding that You commence (including any action or proceeding commenced prior to the Arbitrator making a final award) against a Manufacturer or Authorized Dealer, the subject matter of which is in any way related to Your Claim, shall be immediately discontinued and withdrawn by You, failing which, You agree to consent to having such action or proceeding summarily dismissed, with the exception of a proceeding to set aside or annul the Arbitrator's award in accordance with provincial or territorial law.

16. CLASS ACTIONS

- 16.1. If Your dispute with the Manufacturer is already included in a representative or class action in the courts, it cannot be arbitrated under the Plan. To have Your Claim arbitrated, You must opt out of or stop Your participation in the representative or class action.

17. GOVERNING LAW

- 17.1. This Agreement, subject to the limitations to the Arbitrator's jurisdiction, shall be governed by the applicable laws, including any consumer protection legislation, of the province or territory in which You reside as disclosed on Your Claim Form. If You move permanently to another province or territory before the hearing of Your Claim begins, You must notify the Provincial Administrator and Your Claim will be transferred to the Provincial Administrator in the province or territory of Your new residence. Your Claim will then be governed by the laws of the province or territory of Your new residence.



18. KEY TERMS

The key terms used in this Agreement are set out in the chart below.

Key Term	Definition
18.1. Arbitrator	The person assigned under Section 5.6 to arbitrate Your Claim.
18.2. Authorized Dealer	An automobile dealer who has been appointed by the Manufacturer as a dealer authorized to sell Your Vehicle.
18.3. Buy-back Amount	The amount You will receive when Your Vehicle is bought back, calculated under Section 19 for an owned vehicle or Section 20 for a leased vehicle.
18.4. CAMVAP	Canadian Motor Vehicle Arbitration Plan
18.5. Claim	Your dispute with the Manufacturer and the problems with Your Vehicle or the administration of the Manufacturer's new vehicle warranty which are described in Your Claim Form.
18.6. Claim Form	The document in which You have described Your Claim.
18.7. Current Defect	A defect in Your Vehicle that You allege: <ul style="list-style-type: none"> (i) is currently causing symptoms in Your Vehicle ; and (ii) has not been repaired properly. A defect in the design of Your Vehicle or in the design of any Materials is not a Current Defect.
18.8. Days	Unless otherwise specified, the word Day means calendar Days.
18.9. Lessee	The person who, or the business which, signed a lease agreement for twelve (12) months or more and is the principal user of the leased Vehicle.
18.10. Lessor	The company which owns Your Vehicle and from whom You or Your business leased Your Vehicle.
18.11. Loss of Confidence	Any situation in which there is no Current Defect or warranty dispute related to Your Vehicle but, based on vehicle history, previous defects or warranty disputes, vehicle recalls, vehicle reviews or other information, You believe that Your Vehicle may develop a defect or defects in the future or that a warranty dispute may arise.
18.12. Manufacturer	The Manufacturer or distributor of Your Vehicle.
18.13. Manufacturer Approved	Purchased from or through the Manufacturer.
18.14. Manufacturer Supported Extended Service Contract	An extended warranty or extended service contract that You purchased from an Authorized Dealer for Your Vehicle and that appears on a CAMVAP approved list sent to You by the Provincial Administrator with the Claim Form.
18.15. Materials	The parts and components that were used in the assembly of Your Vehicle by the Manufacturer and the parts and components that were delivered by the Manufacturer to an Authorized Dealer and installed on Your Vehicle by an Authorized Dealer.
18.16. Negative Equity	Any amount by which the Purchase Price or the value of a trade-in vehicle was increased to reflect all or part of what You owed a vehicle lessor, finance company or other lending institution in respect of a prior vehicle when You bought or leased Your Vehicle.
18.17. Owner	The registered Owner of Your Vehicle.
18.18. Party or Parties	Any one or more of You, the business if Your Vehicle is owned by a business, the Lessor and the Manufacturer.



THE CANADIAN MOTOR VEHICLE ARBITRATION PLAN

18.19. Plan	The arbitration program which is provided by CAMVAP.
18.20. Provincial Administrator	The organization approved by CAMVAP as the administrator of the Plan in the province or territory in which You reside.
18.21. Purchase Price	The price You paid for Your Vehicle as shown on the retail sales contract or bill of sale before any allowance for a cash down payment or a trade-in.
18.22. Vehicle	A passenger car, light duty truck, sport utility vehicle, van or multi-purpose passenger vehicle weighing not more than 4536 kg (10,000 lbs) gross vehicle weight (GVW) of the current or immediately preceding four (4) model years and was first purchased from an Authorized Dealer or was leased by You from the Lessor.
18.23. Vehicle Assembly	The manner in which Your Vehicle was assembled by the Manufacturer. For greater clarity, Vehicle Assembly does not contemplate the overall design of Your Vehicle.
18.24. You or Your	You means the person or persons who sign the CAMVAP Claim Form, and Your has the corresponding meaning. If more than one person is shown as the registered Owner or Lessee of Your Vehicle, all signatures and names must be set out on the Claim Form.

19. BUY-BACK AMOUNT FOR OWNED VEHICLES

- 19.1. If You own Your Vehicle, the Arbitrator will calculate the Buy-back Amount by using the form entitled "Calculating a Buy-back When You Own the Vehicle", which forms part of this Agreement.

20. BUY-BACK AMOUNT FOR LEASED VEHICLES

- 20.1. If You lease Your Vehicle, the Arbitrator will calculate the Buy-back Amount by using the form entitled "Calculating a Buy-back When You Lease the Vehicle", which forms part of this Agreement.
- 20.2. The Buy-back Amount computed under Section 20.1 shall be reduced by any arrears of lease payments that are outstanding at the time Your Vehicle is bought back. The Buy-back Amount shall not be reduced by any lease payments that You became responsible for because the buy-back occurred more than twenty-one (21) Days from the date You and the Manufacturer received the award from the Provincial Administrator, except if the delay in the buy-back was caused by You.





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 Step 2 on page 22
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$$\left(\underline{\hspace{2cm}} \times \underline{\hspace{2cm}} \right) \div \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

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>
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► [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>
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► [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 Step 3 on page 22
---	---	--

► [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 Step 4 line (b) on page 22
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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 Step 4 line (d) on page 22
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1-800-207-0685
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Cette publication est également disponible en français.
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