

CAP  **RV**

CONSUMER ARBITRATION PROGRAM

Administered by DeMars & Associates, Ltd.

Consumer Arbitration Program

for Recreation Vehicles



DeMars & Associates, Ltd.
Innovative Dispute Resolution

INTRODUCTION

This guide provides basic information concerning CAP-RV ("Program"), the mediation and arbitration program for resolving disputes involving recreation vehicles under the Magnuson-Moss Warranty Act ("Act") and your state lemon law (the "Lemon Law"), where applicable. More details on program operations, or an application, can be obtained by contacting the Program Administrator, DeMars & Associates, Ltd. ("Administrator"), at (800) 279-5343.

This program is free to recreation vehicle owners, and all administrative fees, including the Mediator and Arbitrator fees, are paid in advance by the involved RV manufacturer(s).

The Program makes every effort to resolve cases within 40 days of the date the application is received. The 40 day timeline may be extended for a few limited reasons or at the consumer's request.

A consumer may be required to use this process before asking a court for the rights and remedies available under the Lemon Law. Additional information regarding Lemon Law remedies and the offset for use may be obtained by contacting your State Department of Consumer Affairs or State Attorney General's Office. * ([Wisconsin consumers](#): please see specific contact and eligibility information at the end of this brochure).

ELIGIBILITY

The Program reviews warranty related concerns. To be eligible for the Program, vehicles must be within the bumper-to-bumper new vehicle limited warranty when the application is received.* Disputes regarding vehicle conditions not covered by the Lemon Law, such as the portions of a motor home designed, used or maintained primarily for human habitation, are only eligible for arbitration if there is also a chassis-related concern.*

Some manufacturers allow towable units through program; although, towables are not covered by

the Lemon Law. Contact the Program Administrator for more information on towables. To obtain a CAP-RV application, contact your RV dealer, manufacturer or the Program Administrator at (800) 279-5343 or download an application at www.demarsassociates.com.

The Administrator reviews the application to see if it meets the Program requirements. If the case does not meet eligibility requirements, the consumer will be notified in writing.

If the case is eligible, the consumer and manufacturer are notified in writing, and a date is set for the mediation conference and an arbitration hearing. Cases can be resolved through mediation or arbitration.

Mediation

Mediation is a voluntary process in which parties to a dispute and a Mediator (a neutral person who is not part of the disagreement) discuss possible solutions. The mediator cannot make a decision for the parties, but a Mediator can help the parties reach a satisfactory agreement. When the case is opened and the parties agree to mediation, the Administrator will assign a Mediator who will attempt to resolve the case with the parties prior to the arbitration hearing. The parties control the outcome of mediation, not the Mediator.

Arbitration

In arbitration the parties agree to let an impartial person decide the case for them. The Arbitrator is someone trained in the rules of the program and the Lemon Law. The Arbitrator is not the same person who attempted to mediate the case. Any decision of the Arbitrator is binding on the manufacturer once the consumer chooses to accept that decision. Then the manufacturer is required to act in good faith in carrying out the terms of the decision.

REQUIRED FORMS

Once a case is deemed eligible, the parties are sent forms to complete. Each party is required to

complete the Warranty Repair History Information Form and provide it to the Administrator who will send it to the other parties. The form requests information about the vehicle and the repair history. Each party is also required to complete a Pre-Arbitration Hearing Information form and provide it to the Administrator, who will send it to the other parties.

The form requests information such as:

- (i) whether the party will be represented by an attorney;
- (ii) whether the consumer will be using an interpreter;
- (iii) the witnesses to be called by the party;
- (iv) the documents the parties want the Arbitrator to consider that have not already been submitted; and
- (v) whether the party wants the Arbitrator to inspect, test-drive or ride in the vehicle.

THE HEARING

Every effort is made to hold the mediation conference or arbitration hearing at a site reasonably convenient to the consumer. Mediation conferences are confidential; although, arbitration hearings are open to the public as required by the Act.

Representation. All parties must be represented by persons who have authority to settle the dispute at mediation. Any party may be represented by an attorney, however the attorney's name, address and telephone number must be included on the Pre-Arbitration Hearing Information form, and any attorney's fees are the responsibility of the party.

Preparation for Arbitration Hearing. All parties should come to the hearing prepared to present testimony, documents and other evidence on all aspects of the dispute, including information related to the solution the consumer is requesting. The parties should bring copies of all documents they have submitted to the Program and all documents they have received from the Program.

The Vehicle. The consumer should have the vehicle at the arbitration hearing if the vehicle is operable and can be safely driven to the hearing. The consumer must notify the Administrator and the other parties at least ten (10) days prior to the arbitration hearing date if the vehicle cannot be brought to the hearing.

The Arbitrator may inspect the consumer's vehicle if a party requests the inspection or if the Arbitrator feels it would be beneficial. Additionally, the Arbitrator may test-drive or ride in the vehicle. The parties must be present and accompany the Arbitrator on such inspection or ride unless a party waives its right to be present on the record. The consumer must bring proof of current insurance coverage on the vehicle to the hearing.

Scope of Decision. The Arbitrator will render a fair decision based upon the information gathered by the Program and upon any information provided by the parties. In addition, the Arbitrator will take into account all legal and equitable factors, including but not limited to the written warranty, the provisions of the Lemon Law, program rules and any other appropriate equitable factors.

Available Awards. The Arbitrator may award the following:

- Refund of vehicle purchase price
- A replacement vehicle
- A further repair
- Reimbursement for incidental expenses
- No further action
- Any other remedy which the Arbitrator determines is appropriate.

The Arbitrator is not authorized to award attorney's fees, consequential damages or lost wages.

Time and Form of Decision. The Arbitrator will make a decision within ten (10) days of the date of the hearing. The decision is sent to the parties in writing and is signed by the Arbitrator. It includes a brief statement of the reasons for the decision.

* WISCONSIN APPLICANTS ONLY

Reasonable Offset for Use of the Vehicle. If the Arbitrator orders that the vehicle be replaced or repurchased, the consumer may be assessed a mileage charge for use of the vehicle. All parties will receive a Use Calculation Worksheet to bring to the mediation and/or arbitration to assist in determining a fair mileage charge. A mileage charge formula may be outlined in the Lemon Law.

Compliance with Arbitrator's Decision. If the decision is in favor of the consumer, the manufacturer must complete the terms of the decision within thirty (30) days of the date the consumer accepts the decision. In the event of a vehicle replacement, the customer may waive the thirty (30) day deadline and extend it to ninety (90) days to allow the manufacturer time to build the new vehicle. Compliance occurs on the date the consumer receives the award specified in the decision. If the manufacturer fails to comply within the time required the consumer must notify the Administrator in writing within ten (10) days.

A decision of the Arbitrator is binding on the manufacturer once it is accepted by the consumer. If the consumer rejects the decision, or the manufacturer fails to complete the terms of an accepted decision within the required timeframe, the consumer may pursue other rights and remedies available under state or federal law. The Arbitrator's decision may be introduced into evidence by any party in subsequent legal proceedings.

ADMINISTRATOR'S OFFICE

For additional information or an application, please contact:

CAP-RV
DeMars & Associates, Ltd.
P.O. Box 1424
Waukesha, WI 53187-1424
(800) 279-5343

www.demarsassociates.com/customers/rv.html

INTRODUCTION

Additional information regarding Lemon Law remedies and the offset for use may be obtained by contacting the Wisconsin Department of Transportation, Division of Motor Vehicles, Dealer & Agent Section. You may also visit www.dot.wisconsin.gov/safety/consumer/rights/lemonlaw.htm.

ELIGIBILITY

Wisconsin applications may be received at any time; there is no timeframe limiting eligibility. Also, all claims including non-chassis related items (living quarters items) covered by the bumper-to-bumper manufacturers limited warranty are eligible for arbitration in Wisconsin.



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CAP RV Program Application

CONSUMER ARBITRATION PROGRAM
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(Please type or print clearly)

Name: _____

Address: _____

Phone: (Home) _____ (Work) _____ (Other, please specify) _____

Email: _____ Recreation Vehicle Manufacturer: _____

Recreation Vehicle Identification Number (VIN): _____

Recreation Vehicle Model: _____ Year: _____ Vehicle Purchased New Used

Date purchased: _____ Mileage at time of purchase: _____ Current Mileage: _____

Selling Dealer: _____ City/State: _____

Servicing Dealer(s): _____ City/State: _____

_____ City/State: _____

Involved Part or Condition: _____ Warranted by: _____

Describe Unresolved Concern: _____

of times this part/condition has been repaired? _____ # of days out of service? _____

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Describe Unresolved Concern: _____

of times this part/condition has been repaired? _____ # of days out of service? _____

Involved Part or Condition: _____ Warranted by: _____

Describe Unresolved Concern: _____

of times this part/condition has been repaired? _____ # of days out of service? _____

Please attach additional pages if necessary. Please attach COPIES of applicable chassis, engine and motor home warranties (pages indicating duration of warranty), repair orders, and sales documents.

What do you want done to resolve your concern: _____

In this program the Arbitrator's decision is binding on the manufacturer once it is accepted by the consumer. If the consumer rejects the decision, the consumer may pursue other rights and remedies available under State or Federal law. The Arbitrator's decision may be introduced into evidence by any party in subsequent legal proceedings. Neither the Administrator nor the Arbitrator involved in a hearing under this program is a necessary or proper party in judicial proceedings relating to the arbitration. Parties to an arbitration shall be deemed to have consented that neither the Administrator nor the Arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with an arbitration under this program.

I understand that disputes regarding vehicle conditions not covered by the Lemon Law such as the portions of a motor home designed, used or maintained primarily for human habitation, may not be eligible for arbitration, but may be discussed in mediation.

Signature: _____ Date: _____