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## ADMINISTRATOR'S OFFICE

CAP-RV DeMars & Associates, Ltd.  
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## ATTORNEY GENERAL'S OFFICE

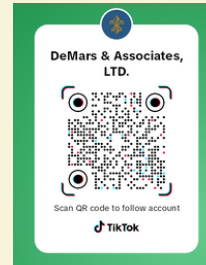
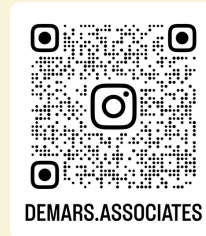
For additional Lemon Law information, or to request information regarding the Florida New Motor Vehicle Arbitration Board (should your claim be deemed ineligible for the CAP-RV Program), please contact:

Florida Attorney General  
Department of Legal Affairs  
Lemon Law Arbitration Division  
(800) 321-5366,  
or (850) 414-3500  
if outside Florida

<http://myfloridalegal.com>



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# 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 the Florida 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 or [www.demarsassociates.com](http://www.demarsassociates.com).

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 70 days of the date the application is received. The 70-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 the Florida Attorney General's Office.

# ELIGIBILITY

The Program reviews warranty related concerns. To be eligible for the Program, vehicles must be within the Lemon Law Rights period (24 months from delivery to first retail consumer + 60 days) when the application is received. The consumer is required by the Lemon Law to submit a Motor Vehicle Defect Notice (MVDN) to the involved manufacturer(s) prior to filing their claim(s) with CAP-RV, notifying the manufacturer(s) of the alleged defects and providing them an opportunity for a final repair attempt.

\*\* 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. \*\*

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](http://www.demarsassociates.com).

The Administrator reviews the application to determine 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 an informal, 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 the Mediator can help the parties reach a mutually 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.

Should the parties not be able to reach a mutually agreeable outcome during the mediation, an impasse will be declared. At that time the Administrator will review the claims to determine if they are eligible to move forward to arbitration. If the claims are ineligible for arbitration, the parties will be notified in writing.

## ARBITRATION

In arbitration the parties agree to let an impartial neutral decide the case for them. The Arbitrator is someone trained in the rules of the program and the Lemon Law, and is appointed by the Administrator. 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. The manufacturer is required to act in good faith, carrying out the terms of the decision within the prescribed timeframe.

# 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 PreArbitration Hearing Information form and provide it to the Administrator, who will send it to the other parties.



# REQUIRED FORMS, CONTD.

The form requests information such as:

- Whether the party will be represented by an attorney
- Whether the consumer will be using an interpreter
- The witnesses to be called by the party
- The documents the parties want the Arbitrator to consider that have not already been submitted
- 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 and arbitration hearing at a site reasonably convenient to the consumer (generally within 100 miles of the consumer's home address). Mediation conferences are private and confidential; however, 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 resolution 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 mediation conference and the arbitration hearing if the vehicle is operable and can be safely driven to the conference/hearing. The consumer must notify the Administrator and the other parties at least ten (10) days prior to the mediation/arbitration date if the vehicle will not be present. The manufacturer(s) may request to inspect the vehicle prior to the mediation conference.

At the arbitration 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.



# THE HEARING, CONTD.

## SCOPE OF DECISION

The Arbitrator will render a fair decision based upon the evidence and documentation submitted 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. The arbitrator's decision will be delivered to the parties no more than ten (10) days following the close of the hearing.

## 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 render a decision within ten (10) days of the closing 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, or basis, for the decision.

## 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.

