

NATIONAL CENTER FOR DISPUTE SETTLEMENT FAQ

WHAT IS THE ROLE OF NCDS?

NCDS is a neutral administrator of informal dispute resolution programs established to settle automotive warranty disputes.

The automotive warranty arbitration programs are free of charge for consumers as required by the Magnuson-Moss Federal Warranty Act. Funding for the automotive warranty arbitration programs comes from [participating automotive manufacturers](#). NCDS staff is independent from automotive manufacturers. The Arbitrator is an independent, third party neutral, who has been recruited and trained by NCDS and has sufficient subject matter knowledge to make a fair, impartial and reasoned decision. Arbitrators are independent from both NCDS and the participating [automotive manufacturers](#).

The function of NCDS is to provide a conduit between the parties (e.g. vehicle owners and automotive manufacturers) and Arbitrators for scheduling hearings, implementing the [NCDS Program Rules](#) (the “Rules”), and the transmitting of information, evidence, requests, and decisions. NCDS oversees the arbitration process under its Rules. NCDS is not the decision maker and cannot change a decision of an independent Arbitrator who has made a final decision after hearing the evidence presented and deliberated by the parties.

The “non-binding” arbitration program means the Arbitrator’s decision is non-binding on you as the vehicle owner but binding on the automotive manufacturer if you accept the decision. If you do not accept the decision, you may pursue other legal remedies under state or federal law. Note, FCA US LLC also provides a “[binding](#)” arbitration program associated with certain vehicle purchases which means the Arbitrator’s decision is binding on both you and FCA US LLC.

Owners of qualifying vehicles, who are experiencing a problem with their vehicle which in their opinion has not been resolved by the automotive dealer and manufacturer, can submit a claim to NCDS.

HOW DO I SUBMIT A CLAIM TO NCDS?

You can download and complete the applicable [automotive manufacturers’ form](#) and email to info@ncdsusa.org, fax to (586) 226-2559, or mail the form to the address listed on the claim form.

WHAT IF I HAVE QUESTIONS ABOUT THE ARBITRATION PROCESS, RULES, OR WHAT TO DO NEXT?

Please refer to the NCDS rules to answer any of your questions about the arbitration process. You may always call a NCDS Case Administrator at [800-777-8119](tel:800-777-8119) to help guide you.

HOW DO I FILE A CLAIM?

To file a claim, please complete the applicable [claim form](#) by providing the following information:

1. Your Contact Information
2. Vehicle Information (Year, Make, and Model and VIN)
3. Authorized Selling and Servicing Dealer's Contact Information
4. A Description of the Problem(s) with your Vehicle
5. The Resolution you are Seeking (Please note that a "repurchase" means you are seeking your purchase price money back, a "replacement" means you would like your vehicle replaced with another vehicle, and a "reimbursement" means you are seeking a refund for warranty repairs and expenses you have paid).
6. Selection of Hearing Type: NCDS has provided a listing of factors to consider when choosing the Hearing Type:
 - a. Document Only Hearing in which a three (3) member Arbitrator panel will review written evidence submitted by the parties (e.g. you and the automotive manufacturer); or
 - b. In-person, Oral Hearing by a Single Arbitrator (3 member Arbitrator panel for Lexus) who will hear written evidence and testimony presented and deliberated by the parties

Ten (10) Factors to Consider when Choosing the Hearing Type	Documents In-Person,	
	Only Hearing	Oral Hearing
1 Your attendance is required at the hearing. ^[1]	N/A	Yes
2 Unless U.S. law or regulation states otherwise or you are only seeking reimbursement for past repairs, the vehicle must be at the hearing.	N/A	Yes
3 Ability to present written evidence that supports your claim.	Yes	Yes
4 Ability to present oral testimony that supports your claim.	N/A	Yes
5 Ability to demonstrate to the Arbitrator the conditions related to your claim through a test drive of your vehicle or observation of your vehicle. ^[2]	N/A	Yes
6 Ability to introduce evidence in written form by a Technical Expert.	Yes	Yes

7	Ability to introduce evidence in oral form by a Technical Expert. ^[3]	No	Yes
8	Ability to defend any Affirmative Defenses that may be presented by the automotive manufacturer. ^[4]	No	Yes
9	Opportunity to question witnesses and rebut any testimony or evidence presented by the automotive manufacturer's representative.	No	Yes
10	Potential to reach a mediated settlement at the Hearing.	No	Yes

Notes:

1. Neither the vehicle owner or the automotive manufacturer's representative are permitted to participate in the Documents Only Hearing.
2. If a test drive is taken, you will be expected to show a valid driver's license and proof of insurance, and the Arbitrator is not permitted to drive your vehicle.
3. Dealer service personnel may provide testimony too but are not required to do so as the cases are between the consumer and the automotive manufacturer only.
4. Examples of Affirmative Defenses include a failure to maintain the vehicle, modification to the vehicle, after-market parts used on the vehicle, an abuse of the vehicle, etc.

Once NCDS receives your completed claim form, a Case Administrator will determine if your vehicle and the problem(s) (or defect(s)) listed qualify for the NCDS arbitration program.

NCDS will mail you either an Ineligible Letter or Eligible Letter and packet containing a copy of the Program Rules and Instructions for preparing for your case.

WILL THERE BE AN OPPORTUNITY TO MEDIATE?

After you file a claim for arbitration and your claim is deemed eligible, your automotive manufacturer may attempt to mediate a resolution directly with you or through NCDS' mediation service up to the scheduled hearing date. NCDS' staff may facilitate the exchange of offers between you and the automotive manufacturer. Because NCDS is a neutral administrator, NCDS cannot advise you on whether to accept or reject an offer. It's possible you may reach a mediated settlement with the automotive manufacturer at your In-person, Oral Hearing.

WHAT DO I NEED TO DO TO PREPARE FOR A DOCUMENTS ONLY HEARING AND IN-PERSON, ORAL HEARING?

For both hearing types, NCDS recommends you:

1. Read and understand the arbitration rules and your state's lemon law. We also recommend you read this FAQ page thoroughly.
2. Read the related documents pertaining to your vehicle (e.g. Warranty, Owner's Manual and Owner's Warranty Rights Booklets, if available).
3. Make an outline of your case so you are prepared to present your position.
4. Be prepared to support your position with written evidence (e.g. copies of Repair Orders) (and testimony for Oral Hearings). Documents that are useful for an Arbitrator include but are not limited to the following:
 - Sales or lease contract/agreement
 - Vehicle's warranty information
 - Vehicle's repair order(s) and maintenance records
 - Applicable correspondence between the parties
 - Other supporting documents or files (e.g. videos, photographs, technical service bulletins and information)
5. Make sure your documentation "states the facts" based on your objective opinion, and consider presenting written evidence from witnesses that can support your case.
6. State in writing what the remedy is you are seeking.
7. Remember, the purpose of the hearing is for the parties to provide the Arbitrator with the necessary evidence and facts to render a fair and reasoned decision. As such, you should take the necessary time to prepare for your arbitration hearing. Each party is responsible for the preparation of the evidence to support their position.
8. To summarize, your testimony and evidence should support the following:
 - The existence of the vehicle problems listed on your claim form;
 - Why you believe the problems represent a manufacturing defect in materials and/or workmanship;
 - The automotive manufacturer and its authorized servicing dealer and/or representatives have had a reasonable opportunity to repair your vehicle;
 - The number of repairs and days out of service associated with the defect(s) or problems; and
 - The defect(s) or problems represent a substantial impairment to the use, value or safety of your vehicle.

For Documents Only Hearings, NCDS requires you:

1. To provide copies of your supporting documentation to NCDS prior to the deadline date for NCDS to make copies and disburse the documentation to the other parties and the Arbitrator Board Members.

For Oral Hearings, NCDS requires you:

1. To submit all documents to NCDS prior to the hearing in order for the Case Administrator to make and disburse copies to the other parties and the Arbitrator.
2. Bring the original of any documents you have sent to NCDS and two (2) extra copies of any new evidence you plan to introduce at the hearing.
3. Bring the proper equipment to view any video evidence you are presenting and make sure that NCDS has a copy of the video for the permanent case file.

WHAT SHOULD I DO AT THE IN-PERSON, ORAL HEARING?

1. Please schedule sufficient time as the In-person, Oral Hearing typically lasts 1.5 to 2 hours.
2. It's important to note that while you and the automotive manufacturer of your vehicle are in a dispute, taking a constructive and professional approach to presenting your case is always recommended.
3. If you need a language interpreter for the arbitration hearing and cannot provide one, contact us immediately. We will attempt to find a volunteer language interpreter. NCDS will assist in locating a sign language interpreter under the Americans with Disabilities Act should such interpreter be required.
4. Make sure you arrive at the scheduled hearing location on time.
5. Unless stated otherwise or objected to by either party, the hearing location will be at the authorized servicing dealership. You should check in with the Service Manager and state that you are there for an arbitration hearing. If you are seeking any remedy (e.g. repurchase, replacement, repair, etc.) except reimbursement for past repairs, unless state law or regulation states otherwise, the vehicle must be available at the hearing for the Arbitrator's inspection.
6. The arbitrator (or panel of arbitrators) will introduce him (her)self and make an Opening Statement which will provide you instructions for the hearing.
7. Both you and the automotive manufacturer will provide any written evidence and oral testimony that supports your (their) claim.
8. Where appropriate, show the Arbitrator the conditions related to your claim through a test drive (the Arbitrator is not permitted to drive your vehicle) or observation of your vehicle. If a test drive is taken, you will be expected to show a valid driver's license, current vehicle registration and proof of insurance.

9. Both you and the automotive manufacturer can introduce evidence in written or oral form by a Technical Expert that has been hired by the particular party. Dealer service personnel may provide testimony too but are not required to do so as the cases are between the consumer and the automotive manufacturer only.
10. Be sure all filed issues have been addressed at the hearing; do not raise "new" issues as that is excluded under the NCDS program rules.
11. Be prepared to defend any Affirmative Defenses that may be presented by the automotive manufacturer, such as an assertion of a failure to maintain the vehicle, modification to the vehicle, after-market parts used on the vehicle, an abuse of the vehicle, etc. The Arbitrator may ask clarifying questions to gain a thorough understanding of the dispute.
12. Make sure the Arbitrator knows precisely what the remedy is you are seeking.
13. Before the hearing is closed, be sure you have provided the Arbitrator, and the other parties, all of your evidence. No further evidence can be presented after the hearing unless the Arbitrator specifically holds the hearing open for the receipt of a particular piece of evidence.

WHAT IF I NEED AN ADJOURNMENT?

Any request for an adjournment (e.g. changing the date and/or time of the hearing) must be made in writing to your NCDS Case Administrator. The Arbitrator will review the request, and any comments from the other party, and make a decision. If the Arbitrator believes there is "good cause," the Arbitrator can approve the request for adjournment and will reschedule the hearing. If the request is denied by the Arbitrator, the hearing will be held as originally scheduled. (See Rule 9 of the NCDS Program Rules.)

WHY HAVEN'T I RECEIVED THE ARBITRATOR'S DECISION EVEN THOUGH THE TIME PERIOD IN THE RULES HAS PASSED?

Once the Arbitrator renders, signs, and dates the decision, it is sent to NCDS to be processed and for NCDS to send to all parties. This can add a few days from the date the decision is rendered by the Arbitrator to when the parties actually receive the decision. As always feel free to contact the NCDS Case Administrator assigned to your case with any questions.

CAN NCDS CHANGE THE ARBITRATOR'S DECISION?

NO. The Arbitrator alone is the final decision maker.

WHAT IF I DISAGREE WITH THE ARBITRATOR'S AWARD?

The answer to this question depends upon the specific NCDS dispute mechanism process that applies to your case.

Binding Arbitration: Typically, where an Arbitration Agreement provides for final and binding arbitration, you are bound by the decision but may seek judicial review of the Award, in Court, based upon very limited grounds which are described in State Statutes or the Federal Arbitration Act. In this legal process, Courts do not redetermine the merits, but may modify or vacate the Award based upon procedural or due process issues.

Non-Binding Arbitration: Certain NCDS programs which comply with the Federal Regulations promulgated by the Federal Trade Commission under the Magnuson-Moss Consumer Warranty Act (generally the Automobile Warranty Programs), are not binding on the consumer and the consumer is free to accept or reject the Award. In those programs you will receive a letter from NCDS requesting whether you accept or reject the decision. In those programs, you may reject an Award with which you do not agree, and may pursue other legal remedies, including the use of Small Claims Court.

WHAT IS A "REQUEST FOR MODIFICATION AND/OR CLARIFICATION" UNDER THE RULES?

If there is an apparent mistake in a name or description in an Award, it can be corrected through the use of a "Request for Modification and/or Clarification" without taking the matter to Court. The Arbitrator can modify a decision if the Arbitrator finds he/she did not have the authority to make a particular decision. The Arbitrator cannot redetermine the merits of the case to simply change the decision at the request of any party. Your request for Clarification must contain the particular portion(s) of the decision for which you are seeking clarification. See Rule 24 of the NCDS Program Rules for specific directions on seeking a clarification.