

NCDS AUTOMOTIVE WARRANTY DISPUTES FAQ

WHAT IS THE ROLE OF NCDS?

NCDS is a neutral administrator of informal dispute resolution programs (mediation & arbitration) which have been established to resolve automotive warranty disputes for your claims that are eligible under the applicable warranty period of your vehicle.

The automotive warranty arbitration programs are free of charge for Consumers as required by the Magnuson-Moss Federal Warranty Act. As also 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](#).

To ensure utmost efficiency in handling your claim, the Magnuson-Moss Federal Warranty Act and applicable Federal Trade Commission regulations require all eligible warranty disputes to be processed and closed within forty (40) days from the date the claim is filed with NCDS.

The function of NCDS is to provide a conduit between the parties (e.g., vehicle owners and automotive Manufacturers) and Arbitrators for assistance in 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 and Procedures for the Non-Binding Resolution of Automobile Warranty Disputes](#)”. NCDS is not the decision maker and cannot change a decision of an independent Arbitrator who has made a final decision on the case after hearing the evidence presented. In fulfilling its administrative function, NCDS abides by the highest standards of impartiality, fairness, and integrity.

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 by following the steps outlined below.

HOW DO I SUBMIT A CLAIM TO NCDS?

You can easily file a claim online through the NCDS website by using our [eFile Claim](#) process. This is the most expeditious manner of filing your claim. You will generally hear from NCDS within 24 to 48 hours after filing your eFile claim. You can also print out and complete the applicable claim form (Manufacturer specific) and email the form and any of your related documents to info@ncdsusa.org, fax to (972) 807-9919, or mail the form to the address listed at the bottom of the claim form.

However you choose to file your claim, you will need to provide the following information:

- Your complete Contact Information, including email address and telephone numbers
- The Contact Information for any legal representative, including address, email and phone numbers, if you are going to be represented by legal counsel

- Vehicle Information (Year, Make, Model, complete Vehicle Identification Number, and current mileage on the vehicle)
- Authorized Selling and Servicing Dealer’s Contact Information
- A Description of the Problem(s) with your Vehicle
- The Resolution you are Seeking – Your options are a repair, repurchase, replacement or reimbursement (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 like model new vehicle, and a “reimbursement” means you are seeking a refund for warranty repairs and expenses you have paid).
- Selection of Hearing Type: NCDS has provided a listing of factors to consider when choosing the Hearing Type:
 - Document Only Hearing in which a three (3) member Arbitrator panel will review solely the written evidence submitted by the parties (e.g., you and the automotive Manufacturer); on or before the Deadline Submission Date; or
 - In-person, Oral Hearing by a Single Arbitrator who will review written evidence and hear testimony presented and possibly participate in a test drive of the vehicle. **NOTE: GIVEN THE CORONAVIRUS (COVID-19), WE ARE SUSPENDING INDEFINITELY ORAL ARBITRATION HEARINGS FOR YOUR OWN SAFETY AND THE SAFETY OF OUR ARBITRATORS, MANUFACTURER REPRESENTATIVES, DEALERSHIP AND NEUTRAL HEARING LOCATION EMPLOYEES AND GUESTS.**
 - Teleconference hearing in which verbal testimony is given by the parties to the Arbitrator through use of a teleconferencing system.

Ten (10) Factors to Consider when Choosing the Hearing Type		Documents Only Hearing	In-Person, Hearing	Tele-Conference Hearing
1	Your attendance is required at the hearing. Note: neither the vehicle owner nor the automotive Manufacturer’s Representative are permitted to participate in the Documents Only Hearing.	N/A	Yes	Yes
2	Unless State law or regulation states otherwise or you are only seeking reimbursement for past repairs, the vehicle must be available at the hearing for the Arbitrator’s inspection and potential test drive.	N/A	Yes	Yes [See Note 1 below]
3	Ability to present written evidence that supports your claim.	Yes	Yes	Yes
4	Ability to present oral testimony that supports your claim.	N/A	Yes	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. Note, if a test drive is taken, you will be expected to show a valid driver’s license, registration and proof of insurance, and the Arbitrator is not permitted to drive your vehicle.	N/A	Yes	Yes [See Note 1 below]

6	Ability to introduce evidence in written form by a Technical Expert. For the documents only process, there is a final document submission deadline imposed.	Yes	Yes	Yes
7	Ability to introduce evidence in oral form by a Technical Expert. Note, 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.	No	Yes	Yes
8	Ability to defend any Affirmative Defenses that may be presented by the automotive Manufacturer, such as a failure to maintain the vehicle, modification to the vehicle, after-market parts used on the vehicle, an abuse of the vehicle, etc.	Yes In writing by document Submission Deadline	Yes	Yes
9	Opportunity to question witnesses and rebut any testimony or evidence presented by the automotive Manufacturer's representative.	No	Yes	Yes
10	Potential to reach a mediated settlement at the Hearing.	No	Yes	Yes

[1] Either party may request NCDS arrange for an independent technical inspection of the concern(s) expressed by the Consumer prior to the hearing. The independent technical inspector will contact the Consumer to arrange for inspection of the concern(s) expressed and will issue a written report to NCDS, which will be provided to the parties and the Arbitrator(s).

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. **Eligibility is determined by the particular existing warranty coverage for your vehicle.**

NCDS will email or mail you either an Ineligible Letter, or an Eligible Letter acknowledging receipt of your claim, along with a copy of the Program Rules.

What if I have questions about the arbitration process, Rules, or what to do next?

Please refer to the [NCDS rules](https://www.ncdsusa.org) to answer any of your questions about the arbitration process. You may always email us at info@ncdsusa.org, email the Case Administrator assigned to your case, or call a NCDS Case Administrator at 1-800-777-8119 to help guide you.

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 is also possible you may reach a mediated settlement with the automotive Manufacturer at your In-person or Teleconference Hearing.

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

For any hearing type, NCDS recommends you:

1. Read and understand the NCDS Rules & Procedures for the Non-Binding Resolution of Automobile Warranty Disputes.
2. Read the related documents pertaining to your vehicle (e.g., Warranty, Owner's Manual and Owner's Warranty Rights Booklets) which can usually be found in your vehicle's glovebox.
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 the Arbitrator(s) include but are not limited to the following:
 - a. Sales or lease contract/agreement
 - b. Vehicle's warranty information
 - c. Vehicle's repair order(s) and maintenance records
 - d. Applicable correspondence between the parties
 - e. Other supporting documents or files (e.g., videos, photographs, technical service bulletins and information); **PLEASE NOTE: NCDS is not able to obtain copies of Repair Orders or other vehicle maintenance documents from the Dealerships.**
5. Make sure your documentation "states the facts" based on your objective opinion, and you consider presenting written evidence from witnesses that can support your case.
6. State in writing what the remedy is you are seeking. Under the Magnuson-Moss Warranty Act, you are able to seek a repair, repurchase, replacement or reimbursement. You should review your vehicle's Warranty Book or Owner's Manual for other exclusions as to what remedies can or cannot be requested in the process.
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, prior to the hearing, 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:
 - a. The existence of the vehicle problems listed on your claim form;
 - b. Why you believe the problems represent a manufacturing defect in materials and/or workmanship and are covered by the applicable warranty period;
 - c. The automotive Manufacturer and its authorized servicing dealer and/or representatives have had a reasonable opportunity to repair your vehicle;
 - d. The number of repairs and days out of service associated with the defect(s) or problems; and
 - e. The defect(s) or problems represent a substantial impairment to the use, value or safety of your vehicle.

Evidence Presentation for a Hearing by Documents Only:

1. If you elect a documents-only hearing, neither party will be permitted to offer live testimony or test drive the vehicle in the presence of the arbitrators.

2. Under a documents-only hearing, once the deadline for the submission of final documents expires, all evidence timely received will be forwarded to the panel of three (3) arbitrators for review and disposition on the merits.
3. Note that the decision of a panel under this process has the same force and effect as an oral hearing decision.

For Oral Hearings, NCDS requires you:

1. To submit all documents to NCDS with sufficient time prior to the hearing in order for the Case Administrator to disburse copies to the other party and the Arbitrator.
2. For an in-person hearing, 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 (one for the Manufacturer and one for the Arbitrator).
3. For an in-person hearing, bring the proper equipment to view any video evidence and/or play any audio evidence you are presenting and make sure that NCDS has a copy of the video and/or audio evidence for the permanent case file.

WHAT SHOULD I DO AT THE IN-PERSON HEARING?

1. Please schedule sufficient time as the In-person and teleconference Hearing typically lasts 1.5 to 2 hours.
2. It is 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 or call into the teleconference hearing on time. If you are going to be late, contact your NCDS Case Administrator right away and provide an estimated time of arrival.
5. 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 for an in-person hearing.
6. Unless stated otherwise or objected to by either party, an in-person 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.
7. For the in-person and teleconference hearing types, the arbitrator will introduce himself or herself and make an Opening Statement which will provide you with an outline of how the hearing will proceed. You will also be provided with a "Hearing Process Format" form with the Hearing Confirmation.
8. Both you and the automotive Manufacturer will provide any written evidence and oral testimony that supports your position.
9. Where appropriate, during an in-person hearing, you can 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.

10. In both the in-person hearing and the teleconference hearing, both you and the automotive Manufacturer can introduce evidence in written and/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.
11. Be sure all filed issues have been addressed at the hearing; do not raise "new" issues as that is excluded under Rule 3 of the NCDS program rules.
12. 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.
13. The Arbitrator may ask clarifying questions to gain a thorough understanding of the dispute.
14. Make sure the Arbitrator knows precisely what the remedy is you are seeking.
15. 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.
16. If you fail to appear for the in-person hearing or fail to call in for the teleconference hearing, as stated in Rule 9, the arbitration may proceed in the absence of a party or representative who has received notice and fails to be present or fails to obtain an adjournment. A decision will not be made solely on if a party fails to appear.

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 stating your reason for the adjournment request. The Arbitrator will review the request, and any comments from the other party, and make a decision on the adjournment request. 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 10 of the NCDS Program Rules.) **When requesting an adjournment, please note that the case must be heard and closed within forty (40) days as required by the Magnuson-Moss Federal Warranty Act. The hearing will remain as scheduled unless and until the Arbitrator grants the adjournment request.**

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 DECISION AND WHAT ARE MY REMEDIES POST-DECISION?

The answer to this question depends upon the specific NCDS dispute mechanism process that applies to your case as shown below:

Binding Arbitration: Typically, where an Arbitration Agreement or Purchase Contract 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. Note, FCA US LLC also has a "binding" arbitration program associated with certain vehicle purchases and incentive programs which means the Arbitrator's decision is binding on both you and FCA US LLC.

Non-Binding Arbitration: Certain NCDS programs which comply with the Federal Regulations promulgated by the Federal Trade Commission under the Magnuson-Moss Warranty Act (generally the Automobile Warranty Programs), are not binding on the Consumer and the Consumer is free to accept or reject the Award.

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. **Remedies Post-Decision:** After the Arbitrator's decision is rendered, you will receive a letter from NCDS indicating that if you are dissatisfied with the decision, the Manufacturer's intended actions, or eventual performance, you may pursue other legal remedies, including Small Claims Court. You may refile a new claim, provided you have acquired new evidence since the last hearing decision was issued, and the vehicle is still covered under the applicable warranty. Please note that the Manufacturer may deny eligibility under their program for the refiled case.

Also see below regarding seeking a "clarification" of the decision.

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 17 of the [NCDS Program Rules](#) for specific directions on seeking a clarification.