

ACVLQ and CAA-Quebec joint conciliation program



Conciliation
Program

**Reserved for
CAA-Quebec use**

Date: _____ File number: _____

Name of agent who received the file: _____

IDENTIFICATION OF PARTIES

Note: Only cases involving vehicles used essentially for personal or family use are eligible. You must always be the owner or lessee of the vehicle that is the subject of the dispute, both at the time the dispute arises and at the time you file your request for conciliation. A case will not be eligible for this conciliation process if the CAA member is seeking legal recourse or is in a settlement process with another party or entity.

MEMBER IDENTIFICATION

Name: _____ Address: _____
 City: _____ Postal code: _____
 Home phone No.: _____ Work phone No.: _____
 Email: _____ Fax: _____
 CAA-Quebec membership number: _____ Expiration date: _____
 Name of the person appointed to represent you, if applicable: _____

DEALER MEMBER OF THE ACVLQ

Name: _____ Address: _____
 City: _____ Postal code: _____
 Home phone No.: _____ Fax: _____

Names and emails of people with whom you were in contact at the dealership:

First and last name: _____ Email: _____
 First and last name: _____ Email: _____

VEHICLE INFORMATION

Is the vehicle: ☐ new ☐ owned ☐ used ☐ leased
 Make and model: _____ Year: _____
 VIN: _____
 Kilometrage at purchase: _____ Engine: ☐ Gas ☐ Diesel ☐ Electric
 Current kilometrage: _____ Transmission: ☐ Manual ☐ Automatic
 Was the vehicle bought at the dealership in dispute? ☐ Yes ☐ No

CONCILIATION REQUEST INFORMATION

- Disagreement arose as a result of: ☐ Service problem ☐ Manufacturing defect ☐ Purchase
☐ Long-term rental ☐ Other (specify): _____
- As applicable:
 - date of contract, invoice or purchase: _____
 - date of delivery of goods or services as indicated in contract: _____
 - date agreed upon with dealer: _____
 - amount paid: _____

3. Do you believe you were a victim of a misleading advertising or representation? ☐ Yes ☐ No

If so, was it: ☐ audio/verbal ☐ printed/written (please attach a copy of the document)

4. **Complete only** if it concerns the purchase of a used vehicle.

4.1 Was a window sticker affixed to the vehicle and visible outside? ☐ Yes ☐ No

4.2. Did the merchant provide a copy of the sticker when you purchased the vehicle? ☐ Yes ☐ No

MECHANICAL AND BODY CONDITION

The problem concerns the following system(s):

☐ Engine

☐ Transmission

☐ Drive train

☐ Carburation and injection

☐ Ignition system

☐ Braking system

☐ Suspension

☐ Exhaust system

☐ Bodywork

☐ Steering

☐ Cooling system

☐ Interior, instruments or accessories

☐ Electrical equipment

☐ Other (specify): _____

Is the manufacturer's warranty still in force?

☐ Yes

☐ No

If so, for how long (months or years):

Kilometrage:

Expiration (according to the first term reached):

Do you have an additional warranty contract?

☐ Yes

☐ No

If so, for how long (months or years):

Kilometrage:

Expiration (according to the first term reached):

If so, what is the name of this warranty company?

Contract No.:

Have you obtained an expert opinion on the issue?

☐ Yes

☐ No

If so, name, title and address of the expert:

If there was an expert opinion, was it done:

☐ verbally

☐ in writing (please attach a copy of document)

REPAIR: ESTIMATE / INVOICE

(To be completed only if the dispute concerns the repair of a vehicle)

ESTIMATE

1. Has the repairer given you a verbal estimate?

☐ Yes

☐ No

2. Has the repairer given you a written estimate?

☐ Yes

☐ No

(If so, please attach a copy of the document)

3. What was the expected cost of the repair as estimated?

\$ _____

4. Were you billed for the estimate?

☐ Yes

☐ No

5. If so, were you informed beforehand that you would be billed?

☐ Yes

☐ No

INVOICE

1. Were you given a detailed invoice?

☐ Yes

☐ No

(If so, please attach a copy of the document)

2. Did you ask to be given the replaced part(s)?

☐ Yes

☐ No

3. If so, did the repairer do it?

☐ Yes

☐ No

4. During the repair, did you verbally authorize the repairer to modify the estimate?

☐ Yes

☐ No

5. What is the amount charged or paid for the repair?

\$ _____

6. Do you have all the proofs of vehicle maintenance?

☐ Yes

☐ No

(If so, please attach a copy of the document)

PLEASE BRIEFLY SUMMARIZE THE SUBJECT OF THE COMPLAINT:

WHAT SETTLEMENT ARE YOU SEEKING IN CONNECTION WITH THIS DISPUTE?

Please note that any proposed settlement you receive and agree to under this program cannot be subsequently changed.
All accepted offers are final.

Did you contact anyone at the dealership in an attempt to settle the problem?

☐ Yes

☐ No

If so, please indicate the name of this person: _____

Outcome:

☐ Satisfactory

☐ Unsatisfactory

Comments:

IMPORTANT NOTE:

The Mobility Advisory Services of CAA-Quebec and ACVLQ will process the case based on the information and documents you provide when you submit this document. Therefore, any new documents or facts submitted after receipt of this document will not be considered in the conciliation process. Furthermore, by signing this document and as part of the process, you agree not to make any comments on social media or make public any information related to the dispute so as not to interfere with the smooth running of the complaint handling process.

Consent to participate in the conciliation process proposed by CAA-Quebec

I have been informed of the conciliation process offered by CAA-Quebec in an attempt to resolve a dispute between a CAA-Quebec member and an ACVLQ member dealer. I agree to use it and declare that I understand the following:

- My participation in the conciliation process is entirely voluntary.
- CAA-Quebec will act as a neutral and impartial party at meetings organized to resolve the dispute described in this form by providing technical expertise to promote an amicable settlement.
- **If the parties reach an agreement and a settlement is proposed and accepted by the member, a release must be signed by the latter.**
- CAA-Quebec's participation in meetings aimed at resolving a dispute does not consist of legal advice, opinions or counsel, but rather aims to resolve an impasse. In this regard, it does not incur any liability whatsoever on behalf of CAA-Quebec.
- If no agreement is reached, both parties remain free to pursue any other recourse.

CAA-Quebec member's

signature: _____

Date: _____

Dealer's authorized

representative signature: _____

Date: _____

Title: _____