



National Programs

BBB National Programs Arbitration Program for Customers of the Ford Extended Service, Contracts, and Maintenance Plans

INFORMATION

BBB National Programs is a nonprofit organization providing independent and impartial dispute resolution services to resolve disputes between a business and its customers.

What is non-binding arbitration?

Non-binding arbitration is an informal process in which two or more parties present their views of a dispute to an impartial third party, an arbitrator, who will recommend how to resolve the dispute in a non-binding decision.

The issues and the types of recommendations that the arbitrator may consider in your case will be outlined in a document called the Summary of Dispute. BBB National Programs will work with you to write the Summary of Dispute so it is based on the facts of your case. The arbitrator will be asked to make a non-binding decision that he or she believes is fair based on the facts of your case.

Who is the arbitrator?

BBB National Programs arbitrators are individuals from your community who have been approved as arbitrators by BBB National Programs. Arbitrators do not necessarily have specific expertise in the matter to be arbitrated but can call upon the assistance of an expert when necessary. Arbitrators pledge to make an impartial decision and do not have any affiliation with either party in the dispute.

The arbitration hearing

BBB National Programs will consult with the parties and the arbitrator in scheduling an arbitration hearing. While most cases require only a single hearing, additional hearings may be scheduled if the arbitrator deems it necessary.

Do I need an attorney?

You may choose to consult with an attorney about arbitration under these Rules, the remedies that may be recommended in arbitration, and how to best present your case in arbitration. While you do not need to be represented by an attorney in the arbitration process, you may decide that it is in your best interests to do so.

How to prepare for arbitration

Before coming to your arbitration hearing, you should prepare an outline of your argument to help you in your presentation. You may want to use the checklist at the end of this section to assist you in your preparation.

Also, before coming to the hearing, you should prepare a list of questions you want to ask the other party.

What will happen at the hearing?

You will have an opportunity to state the facts as you see them. Each party also will have the opportunity to ask questions of the other party.

The arbitrator may also ask questions to clear up uncertain areas and to gain a fuller understanding of the dispute.

After each side has presented its case and the questioning is completed, you should be prepared to give a summary of your position. Deal with any questions that have not been answered and tell the arbitrator exactly what you think the decision should be and why.

Remember that the sole purpose of the hearing is to allow the arbitrator to gather and sort the facts in order to make a fair decision. You should be prepared to convince the arbitrator that your position is right and that it supports the remedies/outcome you seek from the arbitration process.

A cooperative, good faith approach works best. You are there because a disagreement exists, but keep that disagreement factual and within the bounds of normal courtesy and conventional language. Arbitrators may not have technical expertise, so your presentation may be more productive if you can use layman's terms to describe what happened.

An arbitration checklist

This checklist will help you prepare for your arbitration hearing. Use whichever items are appropriate to your case; some may not apply.

1. Organize your materials in the order you wish to present them. This will help you present your case clearly and logically.
 2. Clearly state what the problem is and why you think the other party is responsible.
 3. List in chronological order the actions you took to resolve the dispute, including:
 - o individuals with whom you spoke;
 - o when you spoke with them;
 - o what they told you and/or what actions they took;
 - o other business/service persons involved:
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- § Who were they?
- § When did they get involved?
- § How did they become involved?
- § What did they tell you and/or what actions did they take? Written statements or the presence of witnesses can help substantiate the facts of your case.

4. Collect and bring to the hearing all available written information relating to your dispute. Bring original documents, if possible, and bring copies for the arbitrator and the other party. If you do not have certain documents, you may be able to get copies from the business or your repair shop, bank or credit card company. Documents that might be useful include:

- Any written agreements between you and the other party, including the Extended Service Plan/Extended Service Coverage contract offering non-binding arbitration of the dispute.
- Any estimates, purchase order, and proof of payment.
- Any repair, service and maintenance records, and proof of payment for these services.
- A written statement of any witness or opinion of any expert whose testimony will be presented in writing rather than in person.
- Correspondence between you and the other party.
- Other documents that may support your case, e.g., photographs, court decisions and legal documents, consumer group information, brochures and technical information.

5. List any witnesses who may have information about your complaint, such as mechanics or sales personnel. Try to contact them and ask them to testify in person or to submit written statements. You are responsible for your witnesses' submission of information. If you want them to testify in person, keep them informed about the date, time and place of the hearing.

The arbitrator will accept all relevant evidence presented at the hearing. The arbitrator will decide the importance of each piece of evidence after the hearing is closed. **It is better to be over prepared than under prepared.**

Evidence will not be accepted after the hearing if it was possible to present that evidence at the hearing, or if the arbitrator has already rendered a decision.

In summary

- Organize your case.
 - Back up your position with evidence.
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- A clear, concise and well-organized presentation supported by relevant facts and good documentation will help the arbitrator fulfill his or her responsibility.
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ARBITRATION RULES

1. DEFINITIONS

The following list defines key words as they are used in these Rules.

- A. **Arbitration** is a process in which two or more parties agree to let an impartial person recommend how to resolve the dispute in a non-binding decision.
- B. **Arbitrator** refers to the individual selected to conduct your arbitration and make a non-binding decision in your dispute.
- C. **BBB National Programs** administers the dispute resolution process.
- D. **Days** refers to calendar days.
- E. **Decision** refers to the written document signed by the arbitrator that recommends a non-binding resolution to the dispute.
- F. **Parties** refers to the consumer, the business and any other person or company that seeks non-binding arbitration through BBB National Programs of a dispute that arises under an Extended Service Plan or Extended Service Coverage contract. These Rules often refer to the individual parties in an arbitration as the "consumer" and the "business."
- G. **Shall** is mandatory; **may** is discretionary.
- H. **You** refers to one of the parties involved in the dispute being arbitrated.

2. SCOPE OF BBB NATIONAL PROGRAMS ARBITRATION

These Rules apply to any dispute arising under an Extended Service Plan or Extended Service Coverage ("ESP/ESC") contract that offers non-binding arbitration through BBB National Programs.

The arbitrator shall decide any dispute about whether a particular issue falls within the parties' Summary of Dispute. The decision as to whether your dispute (or any part of it) can be arbitrated rests solely with the arbitrator. (See Rule 31.)

3. REMEDIES

The arbitrator may recommend any remedy that is permitted under applicable law provided, however, that the arbitrator may not recommend any remedies that the parties have agreed in writing may not be recommended in arbitration.

4. FEES

To initiate arbitration under these Rules, the consumer shall submit a filing fee in the amount of \$50, payable to Council of Better Business Bureaus. The consumer may request information from BBB about waiver or deferral of this fee in cases of hardship. If BBB National Programs determines that the dispute cannot reasonably fall within the dispute resolution and arbitration provision of the ESP/ESC contract, BBB National Programs shall return the filing fee to the consumer.

5. SUMMARY OF DISPUTE

BBB National Programs shall prepare a Summary of Dispute that briefly describes the nature of the dispute and the decision sought as they are viewed by you and any other party.

The Summary of Dispute shall include only those claims that fall within the scope of these Rules, unless both parties agree to arbitrate additional claims in your case.

The Summary of Dispute is intended to be a general outline of the dispute, not an argument of your case.

BBB National Programs shall give the Summary of Dispute to each party prior to the hearing. You should contact BBB National Programs at once if you disagree with the general description of your case and/or the decision you are seeking.

Parties should **not** contact BBB National Programs if they think the description of the other party's case is in error; that is an issue for the arbitrator to decide.

6. SELECTING YOUR ARBITRATOR

BBB National Programs shall select the arbitrator in a procedure designed to avoid any conflict of interest and to provide the parties with an impartial arbitrator to hear their case.

BBB National Programs maintains a pool of qualified, experienced arbitrators from which BBB National Programs shall select the arbitrator who will decide your dispute. BBB National Programs shall inform the arbitrator of the identities of the parties and attorneys, if any. If an arbitrator finds that he or she has a conflict of interest with any party or attorney, the arbitrator shall recuse himself or herself.

BBB National Programs may use variations of this selection process, provided that the alternative procedure shall also result in the appointment of an impartial arbitrator.

7. QUALIFYING THE ARBITRATOR

The arbitrator shall sign an oath pledging to make an impartial decision in your dispute. If the arbitrator believes that he or she cannot make an impartial decision, the arbitrator shall refuse to serve.

If a financial, competitive, professional, family, or social relationship exists between the arbitrator and one of the parties (even if the arbitrator believes the relationship is so minor as to have no effect on the decision), it shall be revealed to all parties, and you may decide that this arbitrator should not serve in your case.

BBB National Programs reserves the right to reject any arbitrator for any reason that it believes will affect the credibility of the arbitration process.

8. COMMUNICATING WITH THE ARBITRATOR

You or anyone representing you shall not communicate in any way with the arbitrator about your dispute except: a) at an inspection or hearing for which the other party has received notice but does not appear; or b) when all other parties are present or have given their written permission.

All other communication with the arbitrator shall be sent through BBB National Programs.

Violation of this rule may result in your case being discontinued.

9. YOUR REPRESENTATIVE

You may present your own case or have someone represent you.

If your representative is a lawyer, you shall give the lawyer's name and address to BBB National Programs at least 21 days before the hearing. BBB National Programs shall notify the other parties to give them an opportunity

to obtain lawyers if they want. Your failure to give BBB National Programs advance notice of legal representation may result in a rescheduling of your hearing.

You are responsible for any fees charged by your representative.

10. HEARING NOTICE

BBB National Programs shall set a date, time (during normal business hours) and place for your arbitration hearing. The hearing shall be set with due regard for the schedule of the parties and the arbitrator. Notice of the date, time and place of the hearing shall be sent to you at least 10 days in advance of the hearing unless the parties agree otherwise.

Contact BBB National Programs immediately if you object to the date, time or place stated in your notice. If an unforeseen emergency arises that prevents you from attending a hearing, call BBB National Programs before the scheduled hearing time. The arbitrator shall decide whether to reschedule the arbitration hearing or maintain the current hearing date permitting the absent party to present the case in accordance with Rule 12.

To the extent practical, BBB National Programs shall arrange for the hearing to be held at a location convenient to the consumer.

BBB National Programs reserves the right to make the final decision as to the date, time, and place for the arbitration hearing.

11. MANNER IN WHICH HEARING IS CONDUCTED

Most arbitrations involve in-person hearings. However, BBB National Programs, at a party's request or at BBB National Programs' option, may arrange to have one or both parties participate by telephone, in writing, or by electronic communication.

12. YOUR ABSENCE FROM THE HEARING

If one party does not attend a hearing after receiving proper notice from BBB National Programs, the arbitrator shall proceed with the hearing and receive evidence from the other party.

One party's absence will not result in an automatic decision against that party. The party who did not attend the hearing shall be given an opportunity to present its position in writing within time limits set by BBB National Programs. BBB National Programs will provide the attending party's evidence to the other party for review and comments. BBB National Programs will provide the other party's comments to the arbitrator if received by BBB National Programs within specified time limits. If parties do not submit evidence within the specified time limits, the arbitrator shall make a decision without this additional documentation.

13. ATTENDANCE AT HEARINGS

BBB staff may attend the hearing in an administrative capacity.

The parties, any representatives, and their witnesses may attend the hearing, although the arbitrator may determine that one or more non-party witnesses should be present in the hearing room only while that witness is giving testimony.

For any observer to attend a hearing, BBB National Programs will first determine that reasonable accommodations exist and then make sure that the parties and the arbitrator have no objection to the presence of an observer. If there is room and no objection, the observer shall be permitted to attend the hearing subject to BBB National Programs' directions regarding proper conduct.

14. CAMERAS AND RECORDING DEVICES

Unless there is approval of all parties and the arbitrator, no one is permitted to bring cameras, lights, recording devices or any other equipment into the hearing. However, BBB National Programs may make an audio recording of the hearing if requested by the arbitrator, and any such audio recording may only be used by the arbitrator for the sole purpose of assisting the arbitrator in writing his/her decision and reasons, or by BBB National Programs for training and administrative purposes.

15. OATH OF PARTICIPANTS

The parties and their witnesses shall be placed under oath at the hearing by the arbitrator or BBB National Programs staff administering your hearing.

16. HEARING PROCEDURES

The arbitrator will decide on the order and the procedures to follow for you to present your side of the dispute.

You shall be given an opportunity to make a personal presentation of your case, and you may present witnesses and evidence in support of your case. You shall also be given the opportunity to question the other parties, their witnesses and their evidence. After everyone has presented his or her case, each party shall be given the opportunity to make a closing statement.

If the arbitrator determines that additional information is necessary in order to make a fair decision, the arbitrator may direct that this additional evidence be submitted at a subsequent hearing or in any manner deemed appropriate by the arbitrator. If the arbitrator directs that written evidence be submitted after the initial hearing, the evidence shall be sent to BBB National Programs within the time frame specified by the arbitrator. BBB National Programs shall send a copy to the other party and solicit a response. Both the written evidence and any response shall be submitted by BBB National Programs to the arbitrator.

When the arbitrator is satisfied that all testimony and evidence have been presented, your hearing shall be closed.

17. ADMISSION OF EVIDENCE AT THE HEARING

You may present your case without being restricted by courtroom rules of evidence. **However, you should be sure your evidence is relevant to your case.**

The arbitrator may limit your presentation if it is repetitious or irrelevant.

18. INSPECTION BY THE ARBITRATOR

The arbitrator may request an inspection of the vehicle involved in your dispute.

If possible, the inspection will be performed as part of the hearing; otherwise, the inspection will be scheduled for a later date, and all parties shall receive at least three days' notice unless such notice is waived by all parties.

19. TECHNICAL EXPERTS

At the request of the arbitrator, BBB National Programs shall make reasonable efforts to obtain an impartial technical expert to inspect the vehicle.

If there is an inspection by an impartial technical expert, the consumer will be contacted by the technical expert to arrange the inspection. To maintain the technical expert's impartiality, the consumer should not speak with the expert, except to arrange access to the vehicle for inspection, nor accompany the technical expert on any test drive of the vehicle.

The expert's findings shall be presented in writing or in person, at BBB National Programs' option, either before, during or after the hearing. In any case, you shall have an opportunity to evaluate and comment on the

qualifications and findings of the expert. The parties agree that they will not contact the impartial technical expert at any time, including after the arbitration case has closed, in relation to the impartial technical expert's findings.

You also have the right to have your own technical expert serve as a witness at your own expense.

20. WRITTEN STATEMENTS/DOCUMENTS

If you have a witness who cannot attend the hearing, you may present that person's written statement to the arbitrator. You shall make a copy for the other party to read and use for response.

If you present your case by telephone, you should submit to BBB National Programs at least seven days before your hearing any written documents on which you will rely. BBB National Programs shall provide these documents to the other party before the hearing.

21. SUBPOENAS

You may send BBB National Programs a request that the arbitrator subpoena witnesses or evidence relevant to your case. Any request shall include a statement as to why the witness or evidence is relevant and why you believe a subpoena is necessary. If the arbitrator agrees with your request, a subpoena shall be signed by the arbitrator.

The party requesting a subpoena shall be responsible for serving the subpoena, including any expenses involved, and also for enforcement of the subpoena in court if necessary. BBB National Programs and the arbitrator do not have power to enforce a subpoena, but the arbitrator may consider any failure to produce subpoenaed evidence in the decision.

22. ADMISSION OF EVIDENCE AFTER INITIAL HEARING

During the hearing, you may ask the arbitrator to give you a reasonable number of days to respond to evidence presented by the other party at the hearing. The arbitrator may grant your request at his or her discretion. If granted, BBB National Programs shall send your response to the other party for comment and then forward all information to the arbitrator.

Before a decision is made, an arbitrator may schedule new or additional hearings or otherwise request new or additional evidence to get all possible facts relating to your dispute.

Before a decision is made, you may send BBB National Programs new information that was impossible to present at your original hearing and request that it be considered. BBB National Programs shall send it to the other parties for their response and then forward the information and any response to the arbitrator.

After the arbitrator has made a decision in your case, no more arguments or evidence may be presented, even if newly discovered or not available at the time of the hearing.

23. CLOSING THE HEARING

The arbitrator shall close the hearing when he or she determines that the parties have had sufficient opportunity to present all relevant evidence. The arbitrator will normally render a decision within five days after the hearing is closed.

24. SETTLEMENT

If all parties voluntarily decide to settle the dispute before the hearing, the settlement will end the dispute and no hearing will be held.

If a voluntary settlement is reached during the hearing, the arbitrator shall include the settlement in a final or interim consent decision. The consent decision will be signed by the arbitrator and all parties. If a settlement is

reached after the hearing but before the arbitrator's final decision, be sure to notify BBB National Programs at once.

25. TIME LIMITS

BBB shall make reasonable efforts to obtain a decision in the dispute within 60 days, unless state or federal law provides otherwise. BBB National Programs may extend this time at its sole discretion.

26. THE DECISION

When the arbitrator has reached a decision in your case, BBB National Programs shall send to all parties a written decision accompanied by the arbitrator's brief statement of reasons for the decision. BBB National Programs will not read a decision to you over the phone.

A. Scope of decision

A decision shall be one that:

1. the arbitrator considers fair; and
2. falls within the scope of these Rules and the ESP/ESC contract.

Unless otherwise provided by agreement of the parties, the arbitrator is not bound to apply legal principles in reaching what the arbitrator considers to be a fair resolution of the dispute.

The decision may recommend an action to be performed, money to be paid or a combination of these remedies. The arbitrator may recommend all or part of what you seek or may decide to recommend no payment or performance at all.

B. Types of decisions

The arbitrator shall render either a final or an interim decision.

1. If the arbitrator renders a **final decision**, the arbitrator has no further authority over the decision unless a valid request is made pursuant to Rule 26(C), Clarifying the decision; Rule 26(D), Correcting the decision or reasons for decision; or Rule 26(E), Decision is impossible to perform or to perform timely.
2. An **interim decision** may be written when the decision recommends some action to be taken, such as repair to the vehicle. If the arbitrator renders an interim decision, the arbitrator maintains continuing authority over the execution of the decision in accordance with the specific terms set out in the decision.

An interim decision shall state a time within which the consumer shall notify BBB National Programs if the action recommended in the interim decision was not performed or was performed unsatisfactorily. If an interim decision has been rendered and a reconvening is requested in accordance with the terms of the decision, BBB National Programs shall schedule a further hearing. In addition to the evidence presented at that hearing, the arbitrator may request additional evidence from the parties or from an impartial technical expert. The arbitrator will normally render a decision within five days after the hearing is closed.

C. Clarifying the decision

You may request that the arbitrator clarify a decision if you do not understand the decision, or if you and the other parties disagree about the specific action recommended by the decision. Requests for

clarification shall be sent in writing and shall be received by BBB National Programs prior to the time that performance is recommended under the decision.

BBB National Programs will not accept a clarification request that attempts only to reargue your case or that is based solely upon your disagreement or disappointment with the decision.

If your written statement to BBB National Programs is an appropriate request for clarification of the decision, BBB National Programs shall send the request to the other parties, solicit their views, and send the request and any response to the arbitrator. The arbitrator may either clarify the decision or reject the request for clarification and let the decision stand as written.

You may not ask the arbitrator to clarify the reasons for the decision.

D. Correcting the decision or reasons for decision

You may request correction of the decision or the reasons for decision if you believe the decision or reasons contain a mistake of fact or a miscalculation of figures. Requests for correction of a decision or reasons shall be in writing and received by BBB National Programs prior to the time that performance is recommended under the decision.

A mistake of fact is not a conclusion of the arbitrator with which you disagree; it is a true error in such things as a date, time, place or name, and may justify a correction only if it concerns the essence of the decision.

A miscalculation of figures is not a dollar figure you consider to be unfair; it is a mathematical error.

BBB National Programs will not accept a correction request that attempts only to reargue your case or that is based solely upon your disagreement or disappointment with the decision.

If your written statement to BBB National Programs is an appropriate request for correction, BBB National Programs shall send the request to the other parties, solicit their views, and send the request and any response to the arbitrator. The arbitrator may either correct the decision or reasons or reject the request for correction and let the decision or reasons stand as written.

E. Decision is impossible to perform or to perform in a timely fashion

Unless otherwise specified in the decision, the time for performance shall generally be no longer than 30 days from the date BBB National Programs forwards the decision to the parties. If you believe in good faith you cannot perform the arbitrator's decision at all or within the established time limit, you should immediately inform BBB National Programs in writing. BBB National Programs will process your submission in the same manner as a request for correction.

The arbitrator may request additional evidence, request another hearing or do anything necessary to confirm or deny your claim of impossibility of performance. If the arbitrator confirms such impossibility, the original decision may then be changed to include any remedy falling within the scope of these Rules and the ESP/ESC contract.

If a party has exceeded the time for performance, the other party should notify BBB National Programs in writing.

F. Suspending the time to perform

If you submit to BBB National Programs a written statement relating to correction, clarification, or impossibility of performing the decision, the time for performance of a decision shall be suspended until the issue is resolved by the arbitrator or by BBB National Programs.

G. Acceptance of Decision

The parties may choose to accept the arbitrator's decision. Along with the decision, BBB National Programs will send the parties an *Acceptance of Decision* form, which will specify the number of days within which the parties may accept the decision. To accept the decision, the parties shall return the *Acceptance of Decision* form without qualification.

Failure to return the signed *Acceptance of Decision* form to BBB National Programs within the specified time shall be considered a rejection of the decision.

Once the parties *accept* a decision, the parties will be bound to abide by the decision and comply with its terms (subject to any limited right of review that may be provided by state or federal law). If a party fails to perform according to the arbitrator's decision, please notify BBB National Programs.

H. Verification of Performance

Unless otherwise stated in the decision, the time for performance shall begin when the parties receive written notice of acceptance of the decision. After the performance date, BBB National Programs shall contact the parties to verify whether the decision has been performed.

27. TIMELY OBJECTIONS

Any failure to follow these Rules that may significantly affect the independence, impartiality, or fairness of the arbitration process shall be raised with BBB at the earliest opportunity. BBB National Programs shall make a final decision on the appropriate action to be taken if BBB National Programs determines that a failure to follow these Rules has significantly affected the independence, impartiality, or fairness of the arbitration process.

28. CHANGE OF TIME

You and the other parties to the arbitration may jointly agree in writing to change any period of time stated in these Rules.

29. CONFIDENTIALITY

The dispute resolution process and any records of that process are private and confidential.

BBB National Programs shall not release the terms of the arbitration decision to any person or group that is not a party to the arbitration unless all parties agree or unless such release is required by law or pertinent to judicial or governmental administrative proceedings.

30. JUDICIAL PROCEEDINGS/EXCLUSION OF LIABILITY

In submitting to arbitration under these Rules, the parties agree that, other than for exclusive purposes of authentication, National Programs and any impartial technical expert, and the arbitrator shall not be subpoenaed by either party in any subsequent legal proceeding. The parties further agree that National Programs (including its staff), any impartial technical expert, and/or the arbitrator shall not be liable for any act or omission in connection with your arbitration.

31. INTERPRETATION OF RULES/RIGHT TO DISCONTINUE ARBITRATION

BBB National Programs shall make the final decision on procedural questions, on the scope of the agreements, on a claim's eligibility for arbitration, and on any other question concerning the application and interpretation of these Rules.



BBB National Programs at all times reserves the right to decline or discontinue administration of arbitration for any case(s) due to a conflict with any BBB National Programs Policy or state/federal law or regulation, the conduct of a party, or failure to pay any fees required by BBB National Programs.