

## Consumer Arbitration Program for Motor Vehicles (CAP-Motors) Application for Ford Powershift Transmission Settlement

(Please type or print clearly)

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone: \_\_\_\_\_ (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ Other, please specify)

Email: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

Vehicle Model: \_\_\_\_\_ Year: \_\_\_\_\_ Vehicle Purchased New  Used

Date purchased: \_\_\_\_\_ Mileage at time of purchase: \_\_\_\_\_ Current Mileage: \_\_\_\_\_

Do you currently own the vehicle? Yes  No  If no, on what date was the vehicle sold? \_\_\_\_\_

Selling Dealer: \_\_\_\_\_ City/State: \_\_\_\_\_

Servicing Dealer(s): \_\_\_\_\_ City/State: \_\_\_\_\_

1. Involved Part or Condition: \_\_\_\_\_

Describe Unresolved Concern: \_\_\_\_\_

\_\_\_\_\_

# of times this part/condition has been repaired? \_\_\_\_\_ # of days out of service? \_\_\_\_\_

2. Part or Condition: \_\_\_\_\_

Describe Unresolved Concern: \_\_\_\_\_

\_\_\_\_\_

# of times this part/condition has been repaired? \_\_\_\_\_ # of days out of service? \_\_\_\_\_

3. Part or Condition: \_\_\_\_\_

Describe Unresolved Concern: \_\_\_\_\_

\_\_\_\_\_

# of times this part/condition has been repaired? \_\_\_\_\_ # of days out of service? \_\_\_\_\_

**Please attach additional pages if necessary. Please attach readable COPIES of repair orders.**

What do you want done to resolve your concern: \_\_\_\_\_

\_\_\_\_\_

In this program the Arbitrator's decision is binding on Ford Motor Company once it is accepted by the consumer. The Arbitrator's decision regarding a claim for repurchase or replacement is binding on Ford once you accept it. If you reject the decision, you may appeal, but you must pay the fee for the appeal. If you prevail on the appeal, Ford will reimburse the fee. Neither the Administrator nor the Arbitrator involved in a hearing under this program is a necessary or proper party in judicial proceedings relating to the arbitration. Parties to an arbitration shall be deemed to have consented that neither the Administrator nor the Arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with an arbitration under this program.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



CONSUMER ARBITRATION PROGRAM  
Administered by DeMars & Associates, Ltd.

Internal Use Only:

FILE NO. \_\_\_\_\_

**Consumer Arbitration Program for Motor Vehicles (CAP-Motors)**  
**Application for Ford Powershift Transmission Settlement – Paper Only**  
(Please type or print clearly)

Please indicate in which capacity you are filing this claim (Role of the filer).

- I own/lease the vehicle     Translator/ Help     Attorney

Did you submit to Ford a Notice of Intent to Arbitrate at least 10 calendar days ago?

- Yes     No

Do you currently own the vehicle?

- Yes     No

If no, on what date was the vehicle sold? \_\_\_\_\_

**Information about the issues your vehicle encountered**

**Issue #1**

Involved Part or condition: \_\_\_\_\_

Describe the unresolved concern: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# of service visits to have this part/condition repaired: \_\_\_\_\_

# of days out of service for this part/condition: \_\_\_\_\_

Mileage at the time of first service visit for this part/condition: \_\_\_\_\_

Was the repair cost covered by warranty?     Yes     No

Additional issues with your vehicle?     Yes     No

**Issue #2**

Involved Part or condition: \_\_\_\_\_

Describe the unresolved concern: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# of service visits to have this part/condition repaired: \_\_\_\_\_

# of days out of service for this part/condition: \_\_\_\_\_

Mileage at the time of first service visit for this part/condition: \_\_\_\_\_

Was the repair cost covered by warranty?       Yes       No

**Issue #3**

Involved Part or condition: \_\_\_\_\_

Describe the unresolved concern: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# of service visits to have this part/condition repaired: \_\_\_\_\_

# of days out of service for this part/condition: \_\_\_\_\_

Mileage at the time of first service visit for this part/condition: \_\_\_\_\_

Was the repair cost covered by warranty?       Yes       No

**Information about the resolution you seek**

What do you want Ford to do in order to resolve your concern?

- Repurchase or Replacement of the vehicle\*
- Reimburse my costs (but keep the vehicle) Make
- Additional Repairs

**\*See below for additional information**

Additional comments about what you want from Ford regarding this part/condition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How much do you believe Ford owes you for this part/condition (USD)?: \_\_\_\_\_

How would you like your hearing to be conducted?

- Documents only (no hearing)
- Video or telephone conference
- In person

You have the option to request an independent inspection of the vehicle, at no cost to you. Would you like to have an A.S.E. certified mechanic inspect your vehicle?

- Yes
- No

\*If you choose a REPURCHASE of the vehicle, Ford will:

1. Refund the amount equal to the "actual price paid or payable" by the buyer at the time of purchase as shown on your bill of sale/purchase contract.
2. Refund to you the sales tax; use tax; luxury tax; prepayment penalty; official fees other than those listed; and refund the cost of any credit or other insurance purchased as a part of the purchase.
3. Refund the license, title, smog and tire fees along with documentation fees paid at the time of purchase.
4. Refund any finance charges paid to a lender.
5. Refund all incidental damages awarded by the arbitrator, including but not limited to reasonable repair, towing, and rental car costs.
6. If you have a service contract and have not been reimbursed by the provider, Ford will reimburse you the unused cost of the same.
7. Deduct any cash rebates you received as an incentive to purchase the vehicle and any usage fee (mileage offset) as awarded by the arbitrator.
8. Require that you provide a copy of your original purchase contract.
9. Require that you provide authorization to your lien holder, when needed, to provide Ford with lien payoff information.
10. Require that you transfer a clear title, free and clear of all liens and encumbrances for your vehicle to Ford at the time you receive your refund.
11. Require that the vehicle is free of damages (excluding normal wear and tear and damages caused by the nonconformities) at the time you receive your refund.
12. Require that all original equipment is on the vehicle at the time you receive your refund.
13. Require you to sign a statement to attest to the fact that the vehicle was/was not previously damaged and repaired.
14. If you do not cooperate with these requirements, Ford may be unable to complete the refund transaction.