OPENLANE Public Auctions

Arbitration Policies and Rules

What is arbitration?

Arbitration is the referral of a dispute to an impartial person for final and binding resolution.We offer an arbitration service to assist Buyers and Sellers in resolving disputes respecting vehicles purchased at our auction. Our process is designed to be quick, informal, practical and economical.

How does arbitration work?

1. Pay for the vehicle in full. A claim will NOT be arbitrated until the buyer has paid for the vehicle in full.
2. Submit a written mechanical report with specific issues relating to arbitrable items, before 5:00 PM the next business day.
3. After completing an investigation, the Arbitrator may grant any remedy or relief that the Arbitrator considers appropriate for the circumstances. Remedies may include cancellation of the sale and refund of purchase price with auction fees and taxes, or partial rebate of purchase price, or repair of defect at the seller's expense, or repair of defect at the seller's partial expense or similar.
4. All unauthorized costs incurred by the buyer after the vehicle is removed from the auction property are the buyer's responsibility.

The decision rendered by the Arbitrator and the remedy imposed is final and binding on both parties. By choosing to initiate the arbitration process, the buyer is agreeing to be bound by the Arbitrator's decision. By consigning a vehicle, the seller is agreeing to participate in the arbitration process that may be initiated and to be bound by the Arbitrator's decision and to comply with any remedy imposed.

In the event of an improperly disclosed vehicle, the seller may be responsible for any insurance and registration costs initially charged to the buyer, as well as both the buyer and seller fee that would have been charged had the sale remained intact.

What is subject to arbitration?

1. Only vehicles that sell in excess of three thousand dollars ($3000), with a functional odometer reading of less than two hundred thousand (200,000) kilometers are eligible for arbitration.
2. Major undisclosed mechanical defects (engine, transmission, major power train, i.e. Differential) that would cost over $850 to repair according to manufacture established standard rates.

3. The Auction will only arbitrate an incorrect or missed provincial declaration for a period of seven days from the date of sale. These include, but are not limited to:

- ICBC Vehicle Branding
- Expired or Failed Air Care
- Ex Rental or Lease
- Emergency or Police
- Ex Taxi
- Odometer (broken or inaccurate)
- Major Rust or Structural Damage
- In an accident over $3000 - BC must be disclosed over $2,000 (ICBC Vehicle Damage History Report)
- Vehicle has previously been registered outside of BC

4. All Government, Bank, Finance, Bankruptcy, Trustee/Receiver, Repossessed Vehicles or any vehicle sold with an odometer that is broken, changed, or declared as True Mileage Unknown are sold strictly **no arbitration**.

5. Any defect that was announced is **NOT subject to arbitration.**

6. Any obvious issues, such as engine smoke, engine blow by, or obvious mechanical or defect that was announced **cannot be arbitrated**.

The following are **not subject to arbitration:**

- Windshield and other glass items
- Upholstery, headliners, mats and trim
- Visible rust
- Visible body damage
- Axle joints, CV joints, driveshaft
- Springs, shocks, tires, brakes, suspensions, clutch assemblies and cooling system, heater core, power steering, tune-ups and exhaust
- Rack and pinion steering
- Air conditioning
- Any vehicle sold under $3000 or with/or has over 200,000 km
- Any engine smoking or blow by, noisy lifters, head gaskets and camshaft exceeding 96,000 kms
- Vehicles sold as **"no arbitration"**
- Federal Stickers
- Boats, motor homes, antique vehicles, equipment, snowmobiles, motorcycles, unless sold with a Seller's guarantee

Limitations on the Availability of Arbitration

Arbitration is not available for the following:	***Exceptions:***
Matters that were properly disclosed as Seller Disclosures.	None
Matters disclosed in a Vehicle History Report, Condition Report or similar source made available to the Buyer before the bidding begins.	None
Vehicles sold for $3,000 or more under a Red Light	Major Deception by Seller Odometer (Odo Roll back, Odo Replaced, TKU) Title issues Branding issues Existing structural damage
Vehicles sold for less than $3,000	Odometer (Odo Roll back, Odo Replaced, TKU) Title issues Branding issues Existing structural damage caused by collision
Vehicles with over 160,000 kms (sold under Red Light/As Is unless otherwise announced.	Major Deception by Seller
Vehicle conditions that are not required to be disclosed as Disclosures (if the Vehicle sells for $3,000 or more)	Major Deception by Seller
Matters raised outside of the applicable Arbitration period.	At Auction discretion
Vehicles not intended for use on a public roadway (e.g. boats, snowmobiles, equipment)	Green Light Sale Major Deception by Seller
Antique vehicles, recreational vehicles, motor homes, or motorcycles	Green Light Sale Major Deception by Seller
General Reconditioning Items and Normal Wear and Tear.	None
Minor odometer discrepancies of 3,000 km or 5% (whichever is less).	None