

April 18, 2024

Administrative Review – 23-11-007  
Served via email: [REDACTED]

### **Administrative Penalty**

VILLAGE MOTORS LTD.  
o/a VILLAGE HONDA  
7663 110 AVENUE NW  
CALGARY, AB  
T3R 1R8

**Attention: Gerry Wood**

Dear Gerry Wood:

**Re: Village Motors Ltd. operating as Village Honda  
– Provincial Automotive Business Licence No. B1016036**

As the Director of Fair Trading (as delegated) (the "Director"), I am writing to you pursuant to Section 158.1(1) of the *Consumer Protection Act* ("CPA") to provide you with written notice of the Administrative Penalty issued under that section.

### **Facts**

The evidence before me in relation to this matter consists of the material contained in an Alberta Motor Vehicle Industry Council ("AMVIC") industry standards department application report (the "Application Report") prepared by an industry standards officer ("ISO") and the manager of industry standards. A copy of the Application Report is attached as Schedule "A" to this letter. The Supplier provided written representations via email on April 1, 2024 (attached as Schedule "C"), in response to the Proposed Administrative Penalty, which I have also taken into consideration.

### ***Licensee Status***

Village Motors Ltd. operating as Village Honda (the "Supplier") holds an automotive business licence and is licensed to carry on the designated business activities of new and used sales, leasing, agent or broker, wholesale sales and garage in the Province of Alberta.

### ***Previous History***

On Aug. 30, 2018, an Administrative Penalty in the amount of \$11,000 was imposed on the Supplier for breaches of legislation relating to an industry standards inspection, which was the third inspection of the Supplier and took place on Sept. 15, 2017.

*Direct communications with the Supplier and its representatives*

1. On May 22, 2015, a routine AMVIC industry standards inspection was completed at the business location of the Supplier. The findings of the inspection were discussed with the Supplier and a Findings Letter was completed and sent to the business. The Findings Letter outlined the following concerns:
  - a) Four salespeople were engaging in selling vehicles without being properly AMVIC registered contrary to the Automotive Business Regulation ("ABR").
  - b) Various issues with the completion of and/or disclosure of Mechanical Fitness Assessments ("MFAs") contrary to Sections 15(1) and 16 of the Vehicle Inspection Regulation ("VIR").
  - c) Four consignment deals were reviewed and it was noted that there was no consignment agreement in place as required by Section 33 of the ABR.
  
2. On Sept. 6, 2016, a followup AMVIC industry standards inspection was completed on the Supplier. The findings of the inspection were discussed with the Supplier and a Findings Letter dated Sept. 9, 2016 was completed and sent to the business. The followup inspection found:
  - a) One salesperson was engaging in vehicle sales without being properly AMVIC registered contrary to the ABR.
  - b) Various issues with the completion of and/or disclosure of MFAs contrary to Section 15(1) of the VIR.
  - c) Issues were outlined by the ISO relating to complete record keeping. All automotive businesses are required to create and maintain complete and accurate records in accordance with Section 132(1) of the CPA and Section 9 of the ABR.
  
3. On Sept. 15, 2017, a third AMVIC industry standards inspection was completed on the Supplier. The findings of the inspection were discussed with the Supplier and a Findings Letter dated Sept. 19, 2017 was completed and sent to the business. The followup inspection found:
  - a) During the inspection, 12 deals were reviewed by the ISO and of those 12 deals, seven did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.
  - b) Various issues with the completion of and/or disclosure of MFAs contrary to Section 15(1) of the VIR.
  - c) Issues were outlined by the ISO relating to complete record keeping. All automotive businesses are required to create and maintain complete and accurate records in accordance with Section 132(1) of the CPA and Section 9 of the ABR.
  - d) The "Road Hazard Warranty" package was sold to a consumer on a used vehicle; however, this warranty is not valid on used vehicles. The Supplier sold the consumer a warranty knowing that the consumer was unable to receive any reasonable benefit from the warranty contrary to Section 6(3)(a) of the CPA.

As a result of this AMVIC industry standards inspection an Administrative Penalty of \$11,000 was assessed against the Supplier.

4. On April 3, 2023, a fourth AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on April 14, 2023. The Findings Letter outlined some concerns including but not limited to:
  - a) Advertising issues contrary to requirements in Section 11 of the ABR.
  - b) During the inspection, four deals reviewed by the ISO did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.
  - c) Issues with the completion of and/or disclosure of MFAs contrary to Section 15(1) of the VIR.
  - d) A number of the bills of sale ("BOS") that were reviewed in the deal jackets had issues contrary to Section 31.2 of the ABR.
  - e) Discrepancies were identified in eight consumer credit applications submitted by the Supplier to the financial institutions which inflated consumer's income and decreased consumer's rent contrary to Section 6 of the CPA.

On April 18, 2023, the Supplier was emailed a Warning Letter as a result of the findings from the April 3, 2023 AMVIC industry standards inspection which outlined seven compliance concerns.

5. On Oct. 10, 2023, a fifth AMVIC industry standards inspection was completed on the Supplier. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Oct. 11, 2023. The Findings Letter outlined the following concerns:
  - a) During the inspection, four deals reviewed by the ISO did not reflect all-in pricing contrary to Section 11(2)(l) of the ABR.
  - b) A number of the BOS that were reviewed in the deal jackets had issues contrary to Section 31.2 of the ABR.
6. In review of the Findings Letters from the April 2023 and October 2023 inspections, the Supplier has continued to sell vehicles over the advertised price contrary to Section 11(2)(l) of the ABR and has not brought the completion of the BOS into compliance with Section 31.2 of the ABR.
7. The Supplier provided written representations on April 1, 2024, in response to the Proposed Administrative Penalty (see Schedule "C").

### Applicable Legislation

#### **Automotive Business Regulation**

#### **Advertising**

#### **Section 11**

(2) A business operator must ensure that every advertisement for an automotive business that promotes the use or purchase of goods or services

(l) includes in the advertised price for any vehicle the total cost of the vehicle, including, but not limited to, all fees and charges such as the cost of accessories,

optional equipment physically attached to the vehicle, transportation charges and any applicable taxes or administration fees, but not including GST or costs and charges associated with financing, and

## Bill of sale

### Section 31.2

(1) A business operator engaged in automotive sales must use a bill of sale that includes the following:

- (a) the name and address of the consumer;
- (b) the number of the government-issued identification that the business operator uses to confirm the identity of the consumer;
- (c) the name, business address and licence number of the business operator;
- (d) if a salesperson is acting on behalf of the business operator, the name and registration number of the salesperson;
- (e) the make, model and model year of the vehicle;
- (f) the colour and body type of the vehicle;
- (g) the vehicle identification number of the vehicle;
- (h) the date that the bill of sale is entered into;
- (i) the date that the vehicle is to be delivered to the consumer;
- (j) an itemized list of all applicable fees and charges the consumer is to pay, including, without limitation:
  - (i) charges for transportation of the vehicle;
  - (ii) fees for inspections;
  - (iii) fees for licensing;
  - (iv) charges for warranties;
  - (v) taxes or levies, including GST;
- (k) the timing for payment by the consumer of the fees and charges under clause (j);
- (l) an itemized list of the costs of all extra equipment and options sold to the consumer in connection with the vehicle or installed on the vehicle at the time of sale;
- (m) the total cost of the vehicle, which must include the fees, charges and costs listed under clauses (j) and (l);
- (n) the down payment or deposit paid by the consumer, if any, and the balance remaining to be paid;
- (o) if the consumer is trading in another vehicle to the business operator in connection with the purchase of the vehicle,
  - (i) information about the vehicle being traded in, and
  - (ii) the value of the trade-in allowance incorporated into the cost of purchase of the vehicle;
- (p) the balance of any outstanding loan that is incorporated into the cost of purchase of the vehicle;

- (q) if, in connection with the purchase of the vehicle, the business operator enters into a credit agreement with the consumer or arranges a credit agreement for the consumer, the disclosure statement required under Part 9 of the Act;
- (r) an itemized list of any items or inducements the business operator agrees to provide with the vehicle at no extra charge;
- (s) the odometer reading of the vehicle at the time the bill of sale is entered into, if the vehicle has an odometer and the odometer reading is available to the business operator;
- (t) the maximum odometer reading of the vehicle at the time of delivery to the consumer if the vehicle has an odometer and
  - (i) the odometer reading is not available to the business operator at the time the bill of sale is entered into, or
  - (ii) the vehicle is a new, specifically identified vehicle;
- (u) any mechanical fitness assessment that has been issued under the Vehicle Inspection Regulation (AR 211/2006);
- (v) any disclosure statement or documentation respecting a vehicle's previous use, history or condition, including disclosure statements or documentation required under the laws of another jurisdiction;
- (w) a declaration that the business operator has disclosed to the consumer the information required under section 31.1.

(2) the business operator must ensure that all restrictions, limitations, and conditions imposed on the consumer under the bill of sale are stated in a clear and comprehensible manner.

### ***Consumer Protection Act***

#### **Interpretation of documents**

##### **Section 4**

If a consumer and a supplier enter into a consumer transaction, or an individual enters into a contract with a licensee and the licensee agrees to supply something to the individual in the normal course of the licensee's business, and

- (a) all or any part of the transaction or contract is evidenced by a document provided by the supplier or licensee, and
- (b) a provision of the document is ambiguous,

the provision must be interpreted against the supplier or licensee, as the case may be.

### **Administrative Penalties**

#### **Notice of administrative penalty**

##### **Section 158.1**

- (1) If the Director is of the opinion that a person
- (a) has contravened a provision of this Act or the regulations, or
  - (b) has failed to comply with a term or condition of a licence issued under this Act or the regulations,

the Director may, by notice in writing given to the person, require the person to pay to the Crown an administrative penalty in the amount set out in the notice.

(2) Where a contravention or a failure to comply continues for more than one day, the amount set out in the notice of administrative penalty under subsection (1) may include a daily amount for each day or part of a day on which the contravention or non-compliance occurs or continues.

(3) The amount of an administrative penalty, including any daily amounts referred to in subsection (2), must not exceed \$100 000.

(4) Subject to subsection (5), a notice of administrative penalty shall not be given more than 3 years after the day on which the contravention or non-compliance occurred.

(5) Where the contravention or non-compliance occurred in the course of a consumer transaction or an attempt to enter into a consumer transaction, a notice of administrative penalty may be given within 3 years after the day on which the consumer first knew or ought to have known of the contravention or non-compliance but not more than 8 years after the day on which the contravention or non-compliance occurred.

#### **Right to make representations**

##### **Section 158.2**

Before imposing an administrative penalty in an amount of \$500 or more, the Director shall

- (a) advise the person, in writing, of the Director's intent to impose the administrative penalty and the reasons for it, and
- (b) provide the person with an opportunity to make representations to the Director.

#### **Vicarious liability**

##### **Section 166**

For the purposes of this Act, an act or omission by an employee or agent of a person is deemed also to be an act or omission of the person if the act or omission occurred

- (a) in the course of the employee's employment with the person, or
- (b) in the course of the agent's exercising the powers or performing the duties on behalf of the person under their agency relationship.

#### **Analysis – Did the Supplier fail to comply with the provisions of the ABR?**

A routine AMVIC industry standards inspection was completed on May 22, 2015. The inspection findings were discussed with the Supplier and the Findings Letter was sent to the business. Two subsequent AMVIC industry standards inspections were completed in 2016 and 2017. As with the initial inspections, the inspection findings were discussed with the Supplier and a Findings Letter was sent to the business. As a result of the legislative breaches found during the 2017 AMVIC industry standards inspection an \$11,000 Administrative Penalty was assessed against the Supplier.

On April 3, 2023, a fourth AMVIC industry standards inspection was completed. As with the first three inspections, the findings were discussed with the Supplier and the Findings Letter dated April 14, 2023

was provided to the Supplier. In addition, on April 18, 2023, the Supplier was emailed a Warning Letter as a result of the findings from the April 3, 2023 AMVIC industry standards inspection.

On Oct. 10, 2023, a followup AMVIC industry standards inspection was completed on the Supplier as a result of the Warning Letter issued on April 18, 2023. A Findings Letter outlining the inspection findings was completed and sent to the Supplier on Oct. 11, 2023. The ISO identified that the Supplier has continued to sell vehicles over the advertised price contrary to Section 11(2)(l) of the ABR as well as continued to breach Section 31.2 of the ABR in relation to the completion of their BOS. Based on the facts outlined in the Application Report and supporting documents (see Schedule "A"), I will be considering the alleged breaches from the Oct. 10, 2023 AMVIC industry standards inspection.

#### A. Selling Above Advertised Price (11(2)(l) ABR)

Although the first two inspections in 2015 and 2016 did not find the Supplier was in breach of Section 11(2)(l) of the ABR, the legislative requirement regarding all-in pricing was discussed with the Supplier during these first two inspections for educational purposes. During the third inspection, the ISO reviewed 12 vehicles sold by the Supplier and compared them to their advertised price. This ISO found seven of the 12 sold vehicles reviewed were sold above the advertised price. During the fourth inspection in April 2023, the ISO identified the Supplier sold four vehicles over the advertised price contrary to Section 11(2)(l) of the ABR.

During the Oct. 10, 2023 inspection, the ISO found four vehicles has been sold above the advertised price contrary to Section 11(2)(l) of the ABR. Prices advertised need to include all fees the seller intends to charge. The only fee that can be added to the advertised price is the goods and services tax ("GST") and costs associated with financing as per Section 11(2)(l) of the ABR. Pre-installed products such as batteries and anti-theft must be included in the advertised price. Destination fees, documentation fees, the AMVIC levy and tire recycling levy must be included in the advertised price. In these four consumer transactions the Supplier derived an economic benefit of **\$935.56** at the cost of the consumers.

- Stock No. SP0038A was sold over the advertised price by \$405.25;
- Stock No. SP0036A was sold over the advertised price by \$6.25;
- Stock No. TN0538B was sold over the advertised price by \$405.25; and
- Stock No. SP0053A was sold over the advertised price by \$118.81.

The Findings Letter dated Oct. 11, 2023 states that 15 new and 15 used vehicle sales were reviewed, and 18 of the 30 had an advertisement to compare against the sold vehicle deal jacket. Of the 18 deal jackets reviewed by the ISO, four of the vehicles were sold over the advertised price contrary to Section 11(2)(l) of the ABR.

Based on the small sample size of 18 deal jackets reviewed and compared to an advertisement by the ISO, and before me as evidence, the Supplier sold vehicles for over the advertised price. The Director finds it concerning that only months after the ISO completed an inspection in April 2023 and issued the Supplier a Findings Letter and a Warning Letter, the Supplier continued to sell vehicles over the advertised price at the expense of consumers. This is concerning as the Supplier has been provided

more than ample opportunity and education to rectify this business practice, however continued to engage in this practice.

The Director acknowledges, that one of the four vehicles sold over the advertised price was for the cost of the AMVIC levy, which is not a significant dollar amount, however the vehicle was still sold over the advertised price as the AMVIC levy cannot be added onto the advertised price of the vehicle. In the Findings Letters provided to the Supplier after the previous inspections in 2016, 2017 and April 2023, the Supplier was provided a list of products, services and fees that must be included in the advertised price. This list in the four Findings Letters included the AMVIC levy.

In the Supplier's written representation (see Schedule "C") they provided evidence that they had refunded the consumers in relation to the four transactions where they were found to have sold the vehicles over the advertised price. In addition, the Supplier explained their newly implemented process to ensure this does not continue to occur.

The Director finds that on a balance of probabilities, the Supplier has breached Section 11(2)(l) of the ABR.

#### B. Bill of Sale Issues (31.2 ABR)

On Oct. 31, 2018, legislation was put into effect with regards to BOS requirements. Between Sept. 25, 2018 and Nov. 6, 2018 AMVIC sent out a number of industry bulletins, updated the AMVIC website with information regarding the legislative amendments, sent multiple bulletins to inform the industry and the public regarding the changes, updated social media regularly, sent out a special edition of the IMPACT newsletter to the industry regarding the legislative changes and all AMVIC employees had an email signature attached to staff emails regarding the legislative changes. These are just a few of the initiatives that AMVIC took to ensure all licensees were advised of the legislative changes that were coming into effect on Oct. 31, 2018 regarding the BOS.

Three of the inspections completed on the Supplier were completed prior to this legislative change, however in 2016 and 2017 the ISO made note of the Supplier's deficiencies in completing their BOS for educational purposes as the Supplier is required to create and maintain accurate and complete records in accordance with the legislation. During the April 2023 AMVIC industry standards inspection the Supplier was educated regarding the legislative requirements they must meet with respect to their BOS. Both the Findings Letter and the Warning Letter provided to the Supplier as a result of the April 2023 industry standards inspection provided the Supplier with the legislation they must comply with in the completion of their BOS.

In reviewing the documentation before me, relating to the most recent inspection conducted on Oct. 10, 2023, it is noted that the Supplier continues to not comply with the rather straightforward legislation when completing their BOS' despite having been inspected and educated six months earlier in April 2023.

In the sale of Stock No. TN0530, Stock No. RN0178, Stock No. PN0313A, Stock No. RN0391 and Stock No. SN0203A (see Schedule "A"; Exhibits 13, 14, 15, 16, and 17), the number of the government issued

identification that the business operator used to confirm the identity of the consumer is missing which is contrary to Section 31.2(1)(b) of the ABR.

In the BOS relating to the sale of Stock No. SN0403 (see Schedule "A"; Exhibit 18) the odometer reading for the trade-in vehicle is listed at zero kilometres. The CarFax for the trade-in vehicle shows that approximately one month prior to the date on the BOS, the trade-in vehicle had an odometer reading of 194,130 kilometres. This inaccurate completion of the BOS is contrary to Section 31.2(1)(s) of the ABR.

The Supplier is vicariously liable for all records created and maintained by an employee or agent acting on behalf of the Supplier in the course of completing the Supplier's delegated business activities.

Based on the evidence before me only in relation to the Oct. 10, 2023 inspection, on a balance of probabilities, I find the Supplier has breached Section 31.2 of the ABR.

### C. Other Considerations

In addition to the individual education AMVIC provided the Supplier in the form of the Findings Letters provided after each AMVIC industry standards inspection, AMVIC has issued numerous industry bulletins and newsletters over the past two years explaining all-in pricing and advertising regulations, educating the automotive industry as a whole. As a licensed member of the automotive industry, the Supplier would have received the AMVIC industry bulletins and newsletters, and in the opinion of the Director, is expected to have reviewed these education bulletins and newsletters to ensure their business practices are in compliance.

There exists an onus on the Supplier to do their due diligence and ensure they are complying with the legislation that governs the regulated industry they have chosen to be a member of. The Supreme Court of British Columbia in *Windmill Auto Sales & Detailing Ltd. v. Registrar of Motor Dealers, 2014 BCSC 903* addressed the issue of the onus and responsibility the Supplier has when operating within a regulated industry. The court at paragraph 59 stated:

*"In my view, it is incumbent upon a party that operates within a regulated industry to develop at least a basic understanding of the regulatory regime, including its obligations under the regime, as well as the obligations, and the authority, of the regulator."*

A recent Service Alberta and Red Tape Reduction Appeal Board decision (attached as Schedule "B") comments on the importance for members of automotive industry to comply with all-in pricing legislation and at paragraphs 65 and 81 respectively state:

*"...the Board agrees with the Director in that selling above advertised prices affects the public's perception of the industry and AMVIC's ability to regulate it. It is inherently a serious breach."*  
[Paragraph 65]

*"The Board finds that there is a considerable need for general deterrence as well, such that other members of the industry will understand that they must take a proactive approach to ensure they are following all-in pricing...Consumers must have confidence that the prices they see in*

*advertisements are accurate and include all relevant charges. The Board agrees with the Director's submission that the penalty must be sufficient to deter, and cannot be seen simply as a cost of doing business."* [Paragraph 81]

The Supplier's business practices discussed above leverages the Supplier's knowledge and position, and does not foster a level playing field between the consumer and the Supplier, leading to financial harm to consumers. It further concerns the Director that the Supplier has continued to breach rather straightforward legislation to the financial detriment of consumers, despite the education provided by AMVIC.

AMVIC follows a progressive enforcement model when enforcing consumer protection laws. Administrative action may include a written warning, condition(s) added to the licence, charges under the legislation, Administrative Penalty, Director's Order, Undertaking and suspension or cancellation of a licence as outlined in the CPA. When determining an appropriate enforcement measure, the Director will consider several factors before making his decision to ensure what level of enforcement is appropriate to the contravention.

The Supplier has been subject to the following enforcement action:

- 2018 – Administrative Penalty in the amount of \$11,000 for selling over the advertised price and MFA issues.

The aggravating factors in this matter include the initial financial impact adversely affecting the consumers due to paying over the advertised price in four transactions and continued non-compliance with the rather straightforward requirements of the legislation despite education provided to the Supplier and the previous enforcement action listed above. The Supplier is a high volume automotive dealer and sold 1,005 vehicles in 2022. The mitigating factors include the new process the Supplier has implemented to ensure they do not breach Section 11(2)(l) and the Supplier refunding the consumers that were found to have paid over the advertised price for their vehicle.

This Administrative Penalty is taking into account the number and seriousness of the contraventions of the legislation found during the fifth inspection; and the aggravating and mitigating factors listed above.

The amount of the Administrative Penalty cannot be viewed as a cost of doing business but rather as a deterrent for continuing to engage in non-compliant business practices.

### Action

In accordance with Section 158.1(a) of the CPA and based on the above facts, I am requiring that Village Motors Ltd. operating as Village Honda pay an Administrative Penalty. This is based on my opinion Village Motors Ltd. operating as Village Honda has contravened Sections 11(2)(l) and 31.2 of the ABR.

Taking into consideration all the representations made by the Supplier and the representations made by AMVIC's industry standards department, the amount of the Administrative Penalty is **\$8,500**.

The amount takes into consideration the factors outlined in Section 2 of the Administrative Penalties (*Consumer Protection Act*) Regulation, AR 135/2013 and the principles referenced in *R v Cotton Felts Ltd., (1982), 2 C.C.C (3d) 287 (Ont. C.A.)* as being applicable to fines levied under regulatory legislation related to public welfare including consumer protection legislation. In particular the Director took into account:

1. The degree of wilfulness or negligence in the contravention or failure to comply;
2. The initial financial harm on the persons adversely affected by the contraventions or failure to comply;
3. The mitigating actions taken by the Supplier;
4. The seriousness of the contraventions or failure to comply;
5. The Supplier's history of non-compliance;
6. The maximum penalty under Section 158.1(3) of the CPA of \$100,000; and
7. The deterrent effect of the penalty.

**The amount of the Administrative Penalty is \$8,500.**

Pursuant to Section 3 of the Administrative Penalties (*Consumer Protection Act*) Regulation, you are required to submit payment within **thirty (30) days** of the date of service of this notice. Failure to pay the Administrative Penalty will result in a review of the licence status. Payment may be made payable to the **"Government of Alberta"** and sent to AMVIC at:

Suite 303, 9945 – 50th Street  
Edmonton, AB T6A 0L4.

If payment has not been received in this time period, the Notice may be filed in the Court of King's Bench and enforced as a judgement of that Court pursuant to Section 158.4 of the CPA and further disciplinary action will be considered.

Section 179 of the CPA allows a person who has been served a notice of Administrative Penalty to appeal the penalty. To appeal the penalty, the person must serve the Minister of Service Alberta and Red Tape Reduction

Minister of Service Alberta and Red Tape Reduction  
103 Legislature Building  
10800 - 97 Avenue NW  
Edmonton, AB  
Canada T5K 2B6

with a notice of appeal within **thirty (30) days** after receiving the notice of Administrative Penalty. The appeal notice must contain your name, your address for service, details of the decision being appealed and your reasons for appealing.

Pursuant to Section 180(4) of the CPA, service of a notice of appeal operates to stay the Administrative Penalty until the appeal board renders its decision on the appeal or the appeal is withdrawn.

Under Section 4 of the Administrative Penalties (*Consumer Protection Act*) Regulation, the fee for appealing an Administrative Penalty is the lesser of \$1,000 or half the amount of the penalty. As such, the fee for an appeal of this Administrative Penalty, should you choose to file one, would be \$1,000. Should you choose to appeal this Administrative Penalty, you must send the appeal fee to the Minister of Service Alberta and Red Tape Reduction at the above noted address, made payable to the "Government of Alberta".

Yours truly,

"original signed by"

Alberta Motor Vehicle Industry Council (AMVIC)  
Gerald Gervais, Registrar  
Director of Fair Trading (as Delegated)

GG/kl  
Encl.

cc: Roxanne S [REDACTED] Manager of Industry Standards, AMVIC