

Massachusetts Used Vehicle Warranty Law Mediation and Arbitration Program

Application for Arbitration INSTRUCTIONS *updated 2016*

Office of Consumer Affairs and Business Regulation
Used Vehicle Warranty Law Mediation and Arbitration Program
10 Park Plaza, Suite 5170
Boston, MA 02116
(617) 973-8700
Toll Free (888) 283-3757

Please read and follow these instructions very carefully.

- **Used Vehicle Warranty Law Arbitration is not for everyone.** Many people have problems with used cars, but not all used car problems are covered by the Used Vehicle Warranty Law.
- **An Application for Arbitration is not the same as filing a complaint.** If you are unsure whether you qualify for Arbitration, please obtain and read a copy of The Consumer's Guide to the Used Vehicle Warranty Law from the Office of Consumer Affairs and Business Regulation at (617) 973-8700. The Consumer's Guide will give you a detailed explanation of what the law covers.
- **Your Application for Arbitration must be received by the Office of Consumer Affairs and Business Regulation within 6 months of original date of delivery of the vehicle to you or before the warranty expires, whichever comes later.** When your application is received, the OCABR staff will review it to make sure that it meets the preliminary requirements for acceptance into the arbitration program. If your application is denied, you will be notified by mail of why your vehicle does not qualify and of other options that may be open to you. If your application is approved, you and the dealer will be notified by mail and your case will be assigned a hearing date, time, and location.
- You must submit **THREE** complete collated copies of all materials, including this application and its required attachments. Do not leave any blank spaces. **Do not make references to attachments instead of completing questions.** All copies must be legible. **Failure to submit THREE complete collated copies with all of the required attachments could result in the rejection of your application.** Please retain a complete copy for your own records as well.
- **Privacy:** Once you voluntarily submit personally identifiable information to us, its dissemination is governed by the Public Records Law, the Fair Information Practices Act, Executive Order 412, and other applicable laws and regulations. For this reason, **part or all of the information you send us may be provided to a member of the public in response to a public records request.** Please see our attached Privacy Policy for more information.
- Mediation services are also available for Used Vehicle Warranty Law disputes. Contact the Office of Consumer Affairs and Business Regulation at (617) 973-8787 for more information.

Required Attachments

You must send THREE complete collated copies of all materials, including this application and the required attachments listed below. Failure to submit THREE complete collated copies with all of the required attachments listed below could result in the rejection of your application.

Use this checklist to be sure that all requested attachments are enclosed:

- _____ The request for arbitration form
- _____ The motor vehicle purchase contract and/or bill of sale
- _____ The Limited Used Vehicle Warranty
- _____ A copy of the original motor vehicle registration form (This is a full page document called the RMV1. If you do not have a copy, contact your insurance company and request that a copy be sent to you.)
- _____ A copy of the current motor vehicle registration form.
- _____ Any repair work orders (If you were unable to obtain copies, please include a written statement explaining the attempts you have made to date to obtain copies.)
- _____ Financing agreement, if applicable
- _____ Odometer/mileage statement, if applicable
- _____ Insurance coverage selection page (obtain from Insurance Company.)

The documents listed above must be submitted with your arbitration application.

It is important that the arbitrator understands the basis for your claim. Therefore, you must also bring the following documents to the hearing. It is not necessary to submit them at this time:

- Receipts for any incidental costs you are claiming
- Originals of any documents relative to the purchase or repair of your vehicle
- Maintenance records

Request for Used Vehicle Arbitration

Section 1: Personal Information

Name: _____

Address: _____

City, State, and ZIP Code:

Daytime Telephone Number:

Evening Telephone Number:

Section 2: Information on Your Vehicle

Manufacturer: _____

Model: _____

Model Year:

Vehicle Identification Number (VIN): _____

Name of dealer where purchased:

Address of dealer where purchased:

City, State, and ZIP Code of dealer: _____

Dealer's Telephone Number: _____

Purchase date (date contract was signed):

Date of actual delivery to you (date you took vehicle out of showroom):

Mileage at time of delivery: _____

Mileage now: _____

If you answer "yes" to any of these questions, please enclose a separate written explanation:

- Is your vehicle used primarily for business purposes? _____
- Did you pay less than \$700 for your vehicle? _____
- Did your vehicle have 125,000 miles or more on the odometer at purchase? _____
- Do you lease your vehicle, or purchase it after leasing? _____
- Is your vehicle an auto home or built primarily for off-road use? _____
- Does someone other than you own the vehicle? _____
- Are any of your vehicle's defects the result of owner negligence, accident, vandalism, or a repair attempt made by someone other than the dealership from which you bought the car or someone authorized by the dealer? _____

Section 3: Information on Your Warranty

Were you given a written copy of your 30-, 60-, or 90-day warranty? _____
If yes, on what date did you receive the written warranty? 1. _____
(If no, write N/A on Line 1 and skip to Section 4.)

Add the following number of calendar days to the date on Line 1, and write the new date on Line 2. 2. _____
If your warranty was for 30 days, add 29 days.
If your warranty was for 60 days, add 59 days.
If your warranty was for 90 days, add 89 days.

What was the vehicle mileage when you received your warranty? 3. _____

Add the following number of miles to mileage on Line 3, and write the new mileage on Line 4. 4. _____
If your warranty was for 30 days, add 1,250 miles.
If your warranty was for 60 days, add 2,500 miles.
If your warranty was for 90 days, add 3,750 miles.

On what date did you reach the mileage on Line 4? If you are unsure of the date, please estimate. If you have not yet reached the mileage on Line 4, write N/A on Line 5. 5. _____

Compare Lines 2 and 5 and indicate on Line 6 which occurred first. If you entered N/A on Line 5, use the date on Line 2. 6. _____

List the total number of calendar days that your vehicle was out of service by reason of dealer warranty repairs, before the date on Line 6. Count part of a day as a day. 7. _____

Add Line 7 to the date on Line 6. *This is your warranty expiration date.*¹ 8. _____

Did you receive a manufacturer's warranty? _____

Did you purchase an extended warranty? _____

¹ Individual defects carry their own 30-day warranty each time the defect is fixed. Please see the Used Vehicle Warranty and Extension Reference Chart.

Section 4: Information on Your Vehicle's Defects

List all defects covered under warranty. Explain how the defect(s) impair either the use or safety of the vehicle. Attach a separate sheet if necessary.

1.Defect:

This defect impairs the vehicle's: (check all that apply)
_____ use, _____ safety.

Explain how it impairs the vehicle's use or safety:

2.Defect:

This defect impairs the vehicle's: (check all that apply)
_____ use, _____ safety.

Explain how it impairs the vehicle's use or safety:

3.Defect:

This defect impairs the vehicle's: (check all that apply)
_____ use, _____ safety.

Explain how it impairs the vehicle's use or safety:

4.Defect:

This defect impairs the vehicle's: (check all that apply)
_____ use, _____ safety.

Explain how it impairs the vehicle's use or safety:

Please check either or both of these statements to indicate which apply to your vehicle.

My vehicle was repaired *three or more* times for the same defect. _____

My vehicle was out of service because of repair for any combination of covered defects for a total of *11 or more* business days. _____

Please list all repair attempts made under the Used Vehicle Warranty Law. Group all repairs for the same defect together. If the dealer refused to accept the vehicle for repairs, please note that in the “Date Out” section.

EXAMPLES:

Defect or Symptom	Date In	Date Out	No. of Business Days in Shop	Odometer Reading
Vehicle Stalls	4/15/97	4/16/97	2	41,153
Vehicle Stalls	4/20/97	4/20/97	1	41,501
Brakes Fail	5/1/97	Dealer Refused	11+	42,005
Defect or Symptom	Date In	Date Out	No. of Business Days in Shop	Odometer Reading
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Please describe which problems continued to exist or recurred after the 3 attempts or 11 business days, and within the warranty period.

Were any of the repairs listed above done by someone other than the selling dealer or someone the selling dealer authorized to do repairs? _____

If you answered yes, please explain:

Were any of the repairs listed above covered under the manufacturer's warranty? _____

If you answered yes, please explain:

Did you request a refund from the dealer after your vehicle was out of service for 11 business days or repaired three times for the same use or safety defect?

Did the dealer refuse your request for a refund?

Section 5: Optional Narrative Statement

You may include a separate written statement of your experience with your vehicle. Please describe events in chronological order, indicating which problems were and were not repaired each time.

Section 6: Information about Your Expenses

Purchase Price of Car (minus any trade-in allowance): _____

Trade-In Value Allowed: _____

Total Contract Price: _____

Additional Expenses (list all that apply):

Total Finance Charges paid as of _____ (date): _____

Registration Fees: _____

Extended Warranty: _____

Non-reimbursed Towing Charges (up to 30 miles per tow): _____

Non-reimbursed Costs for Alternate Transportation after
Second Day Following Each Breakdown (not to exceed \$15
per day): _____

Dealer-Added Options (if not included above): _____

Repair Charges: _____

Credit Life/Disability Insurance: _____

Pro-rated Cost of Property Damage Liability, Collision,
and Comprehensive Insurance: _____

Other: _____

Please Note: You are required to bring documentation of these expenses to your arbitration or mediation hearing.

Deductions:

Settlements/Awards from Dealer: _____

Use Allowance (\$.15 per mile): _____

Overallowance (if clearly listed on purchase documents): _____

Section 7: Request for Arbitration

I hereby request that the Office of Consumer Affairs and Business Regulation arbitrate my used motor vehicle case. I certify that the dealer has not given me a refund, and that all statements made in connection with this Request for Arbitration are true to the best of my knowledge. I understand that this document and its attachments are public records.

Signed: _____ Date: _____

Is this your first request for arbitration? _____

If it is not, please explain on a separate piece of paper the status of your prior request.

If you wish to present evidence in writing only, please check here: _____

Please note: The dealer may still testify in person.

Did you receive a copy of the Used Vehicle Consumer Arbitration Kit? _____

If an attorney or other person will be representing you, please indicate:

Name: _____

Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone: _____

Who should correspondence be sent to? Please check one.

Myself _____ My Representative _____

Consumer Affairs Privacy Policy

The following policy applies only to the Office of Consumer Affairs and Business Regulation. We attempt to protect your privacy to the maximum extent possible. However, because some of the information that we receive from consumers is subject to the Massachusetts Public Records Law (Massachusetts General Law, Chapter 66, Section 10), the Massachusetts Fair Information Practices Act (Massachusetts General Law, Chapter 66A), Executive Order 412, and other applicable laws and regulations, we cannot ensure absolute privacy of the information that you provide to us. Information that you provide to us may be made available to members of the public under these laws. This policy informs you of the information that we collect from you, what we do with it, to whom it may be disseminated, and how you can access it. Based on this information, you can make an informed choice about the information you choose to provide us.

Information You May Voluntarily Choose to Provide to Us:

Our Office collects voluntary information from you only through the e-mails, the "Question/Complaint" forms that you complete and send through our Web site, the letters you send and any applications you submit through the Home Improvement Contractor Arbitration, Used Vehicle Warranty Arbitration, New Car Lemon Law Arbitration or Guaranty Fund Programs. Information sent by you through one of these methods may contain personally identifiable information. We use the term "personally identifiable information" to mean any information that could reasonably be used to identify you, including your name, address, e-mail address, Social Security number, birth date, bank account information, credit card information, or any combination of information that could be used to identify you.

Dissemination of Your Personally Identifiable Information:

We do not sell any personally identifiable information collected through this Office. However, once you voluntarily submit personally identifiable information to us, its dissemination is governed by the Public Records Law, the Massachusetts Fair Information Practices Act, Executive Order 412, and other applicable laws and regulations. For this reason, part or all of the information you send us may be provided to a member of the public in response to a public records request.

In addition, the information that you voluntarily submit will be disclosed only to Commonwealth employees or officials with a "need to know" for purposes of fulfilling their job responsibilities. They will only use the information to answer your questions, respond to any requests for assistance, and fulfill the Commonwealth's legal obligations. Where appropriate, we may provide the information submitted by you to the person or company that is the subject of your inquiry, or to a government agency responsible for the matters referred to in your communication.

Your Right to Access and Opportunity to Correct:

The Public Records Law and the Fair Information Practices Act provide you certain rights to get information about you that is in our records. To learn more about the circumstances under which you can get and correct this information, please refer to the text of the laws themselves.

Security:

We use standard security measures to ensure that your personally identifiable information is not lost, misused, altered, or unintentionally destroyed. We also use software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Except for authorized law enforcement investigations, no attempts are made to identify individual users or their usage habits. However, because our Web site does not encrypt incoming E-mail or information from our "Question/Complaint" forms, you should not send information that you consider highly sensitive through our Web site.

Special Protections Against Misuse Of Personally Identifiable Information Within Commonwealth Offices:

In 1999, then-Acting Governor Swift issued Executive Order 412, which enhanced the privacy protection given to any information about you as a named individual held by the Executive Department of state government. Executive Order 412 limits the collection and dissemination of personally identifiable information within the Executive Department. Our Office's policies and procedures comply with Executive Order 412, so all of the personally identifiable information that you submit to us is given the privacy protections set forth in Executive Order 412.

Policy Changes:

We will post changes to this policy at least 30 days before they take effect. Any information we collect under the current privacy policy will remain subject to the terms of this policy. After any changes take effect, all new information we collect, if any, will be subject to the new policy.

Contact Information:

For questions about our privacy policy, please contact Albert Gill at 617-973-8700 or by E-mail at Albert.Gill@state.ma.us.