

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS

Office of Consumer Affairs and Business Regulation
1 Federal Street, Suite 0720, Boston MA 02110-2012
(617) 973-8700
mass.gov/consumer

ERIC PALEY
SECRETARY OF ECONOMIC
DEVELOPMENT

LAYLA R. D'EMILIA UNDERSECRETARY

Massachusetts New Car Lemon Law Application for Arbitration

PLEASE READ AND FOLLOW THESE INSTRUCTIONS VERY CAREFULLY.

New Car Lemon Law Arbitration is not for everyone. An Application for Arbitration is not the same as filing a complaint. If you are unsure whether you qualify for Arbitration, please review the New Car Lemon Law section online, which will give you a detailed explanation of what the law covers.

You must submit TWO 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 TWO complete collated copies with all of the required attachments may result in the rejection of your application.

IMPORTANT: PLEASE ALSO RETAIN A COMPLETE COPY FOR YOUR OWN RECORDS.

Your application for arbitration must be received by the Office of Consumer Affairs and Business Regulation within 18 months of the original date of delivery of the vehicle to you. When your application is received it will be reviewed to make sure it meets the preliminary requirements for acceptance into the arbitration program. If your application is rejected 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 manufacturer will be notified by certified mail and your case will be assigned a hearing date and time. The hearing will be held through video conference via Microsoft Teams.

CHECKLIST: PLEASE USE TO ENSURE ALL DOCUMENTS ARE ENCLOSED.

The request for arbitration form
The motor vehicle purchase contract or bill of sale
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
The final repair opportunity letter to the manufacturer (or an explanation of the notice you gave them if you do not have it in writing)
The manufacturer's written response to the request for refund or replacement, or an explanation of the manufacturer's verbal response
Statement of finance charges paid to date from the finance company
• Include a breakdown of payments paid toward principal vs. interest, obtained from the finance company
Any documents related to the repair of the motor vehicle (work orders etc.)
Any relevant narrative statements
The manufacturer's warranty
Receipts for any incidental costs you are claiming
Any and all communications with the dealership/manufacturer including emails and text messages

Please submit all documentation relevant to your case with this application. Should the case be accepted, additional documentation will only be admitted at the discretion of the arbitrator.

SECTION 1: CONSUMER INFORMATION

Name:				
Address:				
City:	State:	ZIP Code:		
Telephone Number:	Email Address:			
SECTION 2: VEHICLE INFORMATION				
Manufacturer:				
Model: Mod	lel Year:			
Vehicle Identification Number (VIN):				
Name of dealership where you purchased the vehicle:				
Address of dealership:				
City:	State:	ZIP Code:		
Telephone Number of dealership:				
Date contract was signed (month/day/year):/				
Date you took delivery of your vehicle (month/day/year):/				
Current Mileage:				

SECTION 3: VEHICLE DEFECT(S)

List all defects covered under the New Car Lemon Law warranty. Explain how the defect(s) substantially impair the use, safety, or market value of the vehicle. Attach a separate sheet if necessary.

1. Defect:
This defect substantially impairs the vehicle's (check all that apply)
☐ Use ☐ Safety ☐ Value
Explain how it substantially impairs the use, safety or market value of the vehicle:
2. Defect:
This defect substantially impairs the vehicle's (check all that apply)
☐ Use ☐ Safety ☐ Value
Explain how it substantially impairs the use, safety or market value of the vehicle:
3. Defect:
This defect substantially impairs the vehicle's (check all that apply)
☐ Use ☐ Safety ☐ Value
Explain how it substantially impairs the use, safety or market value of the vehicle:

Please check yes or no for the following statements to indicate which apply to your vehicle.
Are any of these defects the result of owner negligence, accident, vandalism? \square yes \square no
Or a repair attempt made by someone other than the manufacturer, its agent or authorized dealer?
□yes □ no
If you answered yes, please explain below:

Within the first year from the date of delivery, was your vehicle:				
repaired three or more times for the same substantial defect?				
out of service because of rep more business days?	air of any combin	ation of substa	antial defects for	a total of fifteen or
Please list all repair attempts made up the selling dealer OR another de				document repairs done
DEFECT	DATE IN (M/D/Y)	DATE OUT (M/D/Y)	NO. BUSINESS DAYS IN SHOP	ODOMETER READING
Please describe which problems cont within the one year and 15,000 mile			he 3 attempts or	15 business days, and
Was the manufacturer given notice gray gray no	of the seven busin	ness day final ı	repair opportunit	y to repair the vehicle?
If you sent a letter, please enclose a	copy. If another 1	method was us	sed, please explai	n:
When did the manufacturer receive	notice of the fina	l repair opport	unity (month/day	/year)?

If the manufacturer used the f	inal opportunity to a	attempt repai	rs, please indica	te:
ECT	DATE IN (M/D/Y)	DATE OUT (M/D/Y)	NO. BUSINESS DAYS IN SHOP	ODOMETER READING
	(101) 57 17	(141/ 5/11)	DATS IN SHOT	
lease describe which problems	continued to exist or 1	ecurred after t	he final repair or	pportunity:
lease describe which problems	continued to exist or 1	recurred after t	he final repair op	pportunity:
lease describe which problems	continued to exist or 1	ecurred after t	he final repair op	pportunity:
lease describe which problems	continued to exist or 1	ecurred after t	he final repair op	pportunity:
lease describe which problems	continued to exist or 1	ecurred after t	he final repair op	pportunity:
lease describe which problems	continued to exist or 1	ecurred after t	he final repair op	oportunity:
Please describe which problems of	continued to exist or 1	recurred after t	he final repair op	pportunity:
Please describe which problems of	continued to exist or 1	recurred after t	he final repair op	pportunity:
Please describe which problems of	continued to exist or 1	recurred after t	he final repair op	pportunity:
Please describe which problems of the describe which problems				oportunity:

SECTION 4: INFORMATION ABOUT EXPENSES INCURRED WHERE APPLICABLE

Total Contract Price: \$	Sales Tax: \$
Total Finance Charges paid as of (month/day/year):/	/ \$
Registration Fees: \$ Extended	Warranty: \$
Non-reimbursed Towing Charges: \$	
Non-reimbursed Costs for Alternate Transportation Repair Charge	ges: \$
Credit Life/Disability Insurance: \$	
Documentary Preparation Fee (Admin Fee): \$	
Settlements or Awards Received: \$	
Other:	

SECTION 5: NARRATIVE STATEMENT (REQUIRED)

You must include a written statement of your experience with your vehicle. Please describe ever in chronological order, indicating which problems were and were not repaired each time. Include separate sheet of paper if necessary.		

SECTION 6: REQUEST FOR ARBITRATION

I hereby request that the Office of Consumer Affairs and Business Regulation arbitrate my New Car Lemon Law case. I certify that the manufacturer has not given me a refund or a replacement, 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 (month/day/year):/
If you would like our office to correspond with include their contact information here:	an attorney or other individual on your behalf, please
Name:	
Law firm (if applicable):	
Address:	
City:	State:ZIP Code:
Telephone Number:	Email Address:

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.