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## Massachusetts New Leased Car Lemon Law Application for Arbitration

**PLEASE READ AND FOLLOW THESE INSTRUCTIONS VERY CAREFULLY.**

**Leased Car Lemon Law Arbitration is not for everyone.** Many people have problems with new cars, but not all new car problems are covered by the New & Leased Car Lemon 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 New and Leased Car Lemon Law](#) from the Office of Consumer Affairs and Business Regulation. It 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 will result in the rejection of your application.** Please retain a complete copy for your own records as well.

**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 original date of delivery of the vehicle to you. 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 manufacturer will be notified by mail and your case will be assigned a hearing date, and time. The hearing will take place through video conference via Microsoft Teams.

Mediation services are also available for Leased Car Lemon Law disputes. Contact the Office of Consumer Affairs and Business Regulation at (617) 973-8787 for more information.

**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.

**CHECKLIST:** PLEASE USE TO ENSURE ALL DOCUMENTS ARE ENCLOSED.

- ☐ The request for arbitration form
- ☐ The final repair opportunity letter to the manufacturer (A written statement should be included to explain any other types of notice.)
- ☐ The manufacturer's written response to the final repair opportunity or an explanation of the manufacturer's verbal response
- ☐ 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.)
- ☐ 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.)
- ☐ The lease agreement (front and back).
- ☐ The manufacturer's warranty
- ☐ Statement of lease payments paid to date from leasing company.
- ☐ Receipts for any incidental costs you are claiming
- ☐ Originals of any documents relative to the purchase or repair of your vehicle
- ☐ Maintenance records

## SECTION 1: CONSUMER INFORMATION

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## SECTION 2: VEHICLE INFORMATION

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

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

Name of dealership where you purchased the vehicle: \_\_\_\_\_

Address of dealership: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone Number of dealership: \_\_\_\_\_

Name of leasing company owning the vehicle: \_\_\_\_\_

Address of leasing company: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Leasing Company's Telephone Number: \_\_\_\_\_

Date contract was signed (month/day/year): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

(month/day/year): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Mileage at time of delivery: \_\_\_\_\_ Mileage now: \_\_\_\_\_

REQUEST FOR NEW LEASED CAR LEMON LAW ARBITRATION

Did you purchase a used vehicle? ☐ yes ☐ no

If yes, please give the name and address of the previous owner:

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Did you purchase a demonstrator vehicle? ☐ yes ☐ no

If yes, please give the date the vehicle was originally put in service by the dealer or manufacturer

(month/day/year): \_\_\_\_/\_\_\_\_/\_\_\_\_

**If you answer “yes” to any of the following questions, please enclose a written explanation.**

Is your vehicle used primarily for business purposes? ☐ yes ☐ no

Did you lease your vehicle before July 1, 1997? ☐ yes ☐ no

Is your vehicle an auto home or built primarily for off-road use? ☐ yes ☐ no

Are any of your vehicle’s defects the result of owner negligence, accident, vandalism,  
or a repair attempt made by someone other than the manufacturer, its agent or authorized dealer?

☐ yes ☐ no

**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:

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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:

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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:

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## REQUEST FOR NEW LEASED CAR LEMON LAW ARBITRATION

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? ☐ yes ☐ 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:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

REQUEST FOR NEW LEASED CAR LEMON LAW ARBITRATION

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 repair of any combination of substantial defects for a total of fifteen or more business days?

Please list all repair attempts made under the New and Leased Car Lemon 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.

DEFECT	DATE IN (M/D/Y)	DATE OUT (M/D/Y)	NO. BUSINESS DAYS IN SHOP	ODOMETER READING
<i>Example Defect: Vehicle Stalls</i>	<i>4/15/24</i>	<i>4/16/24</i>	<i>2</i>	<i>7,153</i>

Please describe which problems continued to exist or recurred after the 3 attempts or 15 business days, **and** within the one year and 15,000 mile term of protection.

Was the manufacturer given notice of a final repair opportunity to repair the vehicle? ☐ yes ☐ no  
If you sent a letter, please enclose a copy. If another method was used, please explain:

# REQUEST FOR NEW LEASED CAR LEMON LAW ARBITRATION

When did the manufacturer receive notice of the final repair opportunity (month/day/year)?

\_\_\_\_/\_\_\_\_/\_\_\_\_

Please explain briefly the manufacturer's response to your request for a final repair opportunity.  
Enclose copies of any written responses.

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**If the manufacturer used the final opportunity to attempt repairs, please indicate:**

DEFECT	DATE IN (M/D/Y)	DATE OUT (M/D/Y)	NO. BUSINESS DAYS IN SHOP	ODOMETER READING

Please describe which problems continued to exist or recurred after the final repair opportunity:

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Did you inform the manufacturer of these continuing defects? ☐ yes ☐ no

Did you then request a refund or replacement? ☐ yes ☐ no

Did the manufacturer refuse to refund or replace the vehicle? ☐ yes ☐ no



**SECTION 4:** INFORMATION ABOUT EXPENSES INCURRED

Total Lease Payments Made to Date:

\$ \_\_\_\_\_/month X \_\_\_\_\_ months = \$ \_\_\_\_\_

*Note: include first payment, even if it was due at lease signing*

Acquisition Fee not included in lease payments: \$ \_\_\_\_\_

Cash paid at lease signing to reduce capitalized cost (e.g., down payment, balloon payments): \$ \_\_\_\_\_

Trade in allowance: \$ \_\_\_\_\_

*(Add all of the above for)*

Total Payments Made Under the Lease: \$ \_\_\_\_\_

**Additional Expenses** *(list all that apply)*

Security Deposit: \$ \_\_\_\_\_

Sales Tax on Down payment Amount: \$ \_\_\_\_\_

Registration Fees: \$ \_\_\_\_\_

Extended Warranty: \$ \_\_\_\_\_

Non-reimbursed Towing Charges: \$ \_\_\_\_\_

Non-reimbursed Costs for Alternate Transportation: \$ \_\_\_\_\_

Repair Charges: \$ \_\_\_\_\_

Credit Life/Disability Insurance: \$ \_\_\_\_\_

Documentary Preparation Fee: \$ \_\_\_\_\_

Settlements or Awards Received: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

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

**SECTION 5: NARRATIVE STATEMENT (REQUIRED)**

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

[illegible]

**SECTION 6:** REQUEST FOR ARBITRATION

I hereby request that the Office of Consumer Affairs and Business Regulation arbitrate my leased motor vehicle 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: \_\_\_\_\_

Is this your first request for arbitration? (Yes / No)

**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 manufacturer may still testify in person.

Have you received a copy of the New and Leased Vehicle Consumer Arbitration Kit? ☐ yes ☐ no

If you would like our office to correspond with an attorney or other individual on your behalf, please include their contact information here:

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

Law firm (*if applicable*): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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.