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**COMMONWEALTH OF MASSACHUSETTS**  
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## **Massachusetts Used Vehicle Arbitration Program Consumer Request for Arbitration**

### **PLEASE READ THE FOLLOWING INSTRUCTIONS**

The Massachusetts Used Vehicle Arbitration Program is not suitable for every case. If you are unsure whether you qualify for arbitration, please review the information on the OCABR website: [Guide to Used Car Lemon Law](#). Or contact the Office of Consumer Affairs and Business Regulation at (617) 973-8700.

A request for arbitration must be submitted within 6 months from the date the consumer took possession of the vehicle. Once the application is received, the OCABR will review for required documentation and eligibility. If the application is rejected, you will be notified of why your vehicle does not qualify and of other options that may be available. If your request for arbitration is accepted, both you and the dealership will be notified. The dealership will receive a copy of everything submitted as part of the application. All hearings are held virtually through Microsoft Teams video conferencing platform.

While there is no fee to apply to the Massachusetts Used Vehicle Arbitration Program, **consumers are responsible for payment of \$300 to the arbitrator once assigned and a hearing is scheduled**. This amount will be included in the repurchase award if the decision is in favor of the consumer. Payment must be received within 10 business days of the Notice of Hearing. Failure to submit payment will result in delay or dismissal of the case.

Please submit two collated copies of all materials, including this application and the required documentation. Do not leave any pages or sections blank. Do not make references to attachments in replacement of completing sections. All copies must be legible.

### **PLEASE RETAIN A COMPLETE COPY FOR YOUR OWN RECORDS**

**Privacy:** Once you voluntarily submit personally identifiable information, its disclosure is subject to the provisions of the Massachusetts Public Records Law, the Fair Information Practices Act, Executive Order 412, and other applicable laws and regulations. As a result, some of the information you provide may be disclosed in response to a public records request. For more details, please refer to our attached Privacy Policy.

**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 Limited Use Vehicle Warranty
- 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
- Include a breakdown of payments paid toward principal vs. interest, obtained from the finance company.
- Odometer/mileage statement, if applicable
- Insurance coverage selection page (obtain from Insurance Company.)
- Additionally, to make a complete case, please submit the following when applicable.
- Receipts for any incidental costs you are claiming
- Originals of any documents relative to the purchase or repair of your vehicle Maintenance records
- Any and all communications with the dealership 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: \_\_\_\_\_ 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: \_\_\_\_\_

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 USED VEHICLE WARRANTY LAW ARBITRATION

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

Is your vehicle used primarily for business purposes?  yes  no

Did you pay less than \$700 for your vehicle?  yes  no

Did your vehicle have 125,000 miles or more on the odometer at purchase?  yes  no

Do you lease your vehicle, or purchase it after leasing?  yes  no

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

Does someone other than you own the vehicle?  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 dealership from which you bought the car

or someone authorized by the dealer?  yes  no

**SECTION 3: INFORMATION ON YOUR WARRANTY**

Were you given a written copy of your 30-, 60-, or 90-day warranty?  yes  no

If yes, what date did you receive the written warranty (month/day/year)? \_\_\_\_\_

**If no, please go to section 4.**

Please add the corresponding number of days to the date you provided above, and then write the new date here: \_\_\_\_\_

If 30-day warranty, add 29 days.

If 60-day warranty, add 59 days.

If 90-day warranty, add 89 days.

What was the vehicle mileage when you received your warranty? \_\_\_\_\_

Please add the mileage you provided above with the corresponding mileage, and write that new mileage here: \_\_\_\_\_

If 30-day warranty add 1,250 miles.

If 60-day warranty add 2,500 miles.

If 90-day warranty add 3,750 miles.

On what date did you arrive at this newly calculated mileage? \_\_\_\_\_

If you do not know, please estimate. If you have yet to reach this mileage, please write N/A: \_\_\_\_\_

Compare the two dates you calculated above. Indicate which occurred first. If you wrote N/A for your mileage calculation, please indicate your day calculation. Place the indicated date here: \_\_\_\_\_

List the total number of calendar days that your vehicle was out of service by reason of dealer warranty repairs, before the date you have indicated in question 6. Count partial days as a day: \_\_\_\_\_

Add the number of days from question 7 to the date in question 6.

*This is your warranty expiration date:* \_\_\_\_\_

Did you receive a manufacturer warranty?  yes  no

Did you receive an extended warranty?  yes  no

**SECTION 4: VEHICLE DEFECT(S)**

List all defects covered under 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

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

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

Explain how it substantially impairs the use, safety or market value of the vehicle:

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## REQUEST FOR USED VEHICLE WARRANTY LAW ARBITRATION

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 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>	4/15/24	4/16/24	2	7,153

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

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Were any of the repairs listed above done by someone other than the selling dealer or someone the selling dealer authorized to do repairs?  yes  no

If yes, please explain:

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Were any of the repairs listed above covered under the manufacturer's warranty?  yes  no

If you answered yes, please explain:

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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?  yes  no

Did the dealer refuse your request for a refund?  yes  no

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

**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.

**REQUEST FOR USED VEHICLE WARRANTY LAW ARBITRATION**

**SECTION 6: INFORMATION ABOUT YOUR EXPENSES**

Purchase Price of Car: \$ \_\_\_\_\_

Trade-In Value Allowed: \$ \_\_\_\_\_

**Total Contract Price:** \$ \_\_\_\_\_

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

Total Finance Charges paid as of (month/day/year): \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_

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 Costs:

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**SECTION 7: REQUEST FOR ARBITRATION**

I hereby request that the Office of Consumer Affairs and Business Regulation arbitrate my Used Vehicle Warranty Law case.

I certify that the dealer has not repurchased the vehicle, 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.

I understand and acknowledge that I am responsible for a fee of \$300 paid directly to the assigned arbitrator once a hearing is scheduled.

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

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: \_\_\_\_\_

Is this your first request for arbitration?  yes  no

**If you answered no, please explain on a separate piece of paper the status of your prior request.**

# 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.