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Massachusetts Wheelchair Lemon Law Application for Arbitration

PLEASE READ AND FOLLOW THESE INSTRUCTIONS VERY CAREFULLY.

Wheelchair 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 online Wheelchair Lemon Law section 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 wheelchair 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 as to why your wheelchair does not qualify and whether any 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, time, and location and an arbitrator.

CHECKLIST: PLEASE USE TO ENSURE ALL DOCUMENTS ARE ENCLOSED.

- ☐ The request for arbitration form
- ☐ The bill of sale or other documentation of the purchase/lease of your wheelchair
- ☐ Date you took delivery of the wheelchair.
- ☐ 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
- ☐ Any documents related to the repair of the wheelchair (work orders etc.)
- ☐ Any relevant narrative statements
- ☐ A copy of the manufacturer's warranty
- ☐ Copies of receipts for any incidental costs you are claiming

SECTION 1: CONSUMER INFORMATION

Name: _____

Address: _____

City:_____State: _____ZIP Code:_____

Telephone Number:_____Email Address:_____

SECTION 2: MANUFACTURER INFORMATION

Manufacturer:_____

Model: _____ Model Year: _____

Name of dealer/distributor where purchased: _____

Address of dealer/distributor where purchased:_____

City:_____State:_____ZIP Code:_____

Dealer/distributor's Telephone Number: _____

Date contract was signed (month/day/year): ____ / _____ /_____

Date you took delivery of your wheelchair(month/day/year): ____ / _____/_____

SECTION 3: WHEELCHAIR DEFECT(S)

List all defects covered under the Wheelchair Lemon Law warranty. Explain how the defect(s) substantially impair the use, safety, or market value of the wheelchair. 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:

_____

_____

Are any of these 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

If you answered yes, please explain below:

Within the first year from the date of delivery, was your wheelchair:

☐ repaired four or more times for the same substantial defect?

☐ out of service because of repair of any combination of substantial defects for a total of thirty or more calendar days?

Please list all repair attempts made by the manufacturer or authorized agent that took place within one year of the date of delivery. Please state each defect, the date you brought the wheelchair to the manufacturer/authorized agent (Date In), and the date you received the wheelchair back from the manufacturer/authorized agent (Date Out.)

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

Please describe any additional repair attempts. Include date in/date out for each repair attempt:

_____

_____

_____

Please describe which problems continued to exist or recurred after four attempts or thirty days:

_____

_____

_____

Was the manufacturer notified of the seven business day final repair opportunity to repair the wheelchair? If you sent a letter, enclose a copy. If another method was used, please explain:

_____

_____

_____

On what date 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:

_____

_____

_____

_____

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

DEFECT	DATE IN (M/D/Y)	DATE OUT (M/D/Y)

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

_____

_____

_____

Did you inform the manufacturer of these continuing defects and then request a refund or replacement? ☐ yes ☐ no

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

SECTION 4: INFORMATION ABOUT EXPENSES

If your wheelchair was purchased:

Purchase Price of Wheelchair: $_____

Finance charges paid as of this date: $_____

Unreimbursed expenses related to repair of the defect (s): $_____

If your wheelchair was leased:
Total value of the written lease: $_____

Total Lease Payments Made to Date:

$_____/month **X** _____months = $_____

Finance charges paid as of this date: $_____

Unreimbursed expenses related to repair of the defect (s): $_____

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

SECTION 5: NARRATIVE STATEMENT (OPTIONAL)

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

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.