



Massachusetts Leased Car Lemon Law Mediation and Arbitration Program

Office of Consumer Affairs and Business Regulation

501 Boylston Street, Suite 5100

Boston, MA 02116

(617) 973 – 8787

Toll Free (888) 283 – 3757

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 **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 will result in the rejection of your application. Please retain a complete copy for your own records as well.

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, time, and location.

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.

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

CHECKLIST: PLEASE USE TO ENSURE ALL DOCUMENTS ARE ENCLOSED.

- ☐ 1. The request for arbitration form
- ☐ 2. The final repair opportunity letter to the manufacturer (A written statement should be included to explain any other types of notice.)
- ☐ 3. The manufacturer's written response to the final repair opportunity or an explanation of the manufacturer's verbal response
- ☐ 4. 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.)
- ☐ 5. 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.)
- ☐ 6. The lease agreement (front and back).
- ☐ 7. The manufacturer's warranty
- ☐ 8. Statement of lease payments paid to date from leasing 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. (**NOTE:** you must also bring your vehicle to the arbitration hearing.) It is not necessary to submit them at this time:

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

SECTION 1: CONSUMER INFORMATION

Name: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

Email: _____

SECTION 2: VEHICLE INFORMATION

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: _____

Name of leasing company owning the vehicle: _____

Address of leasing company: _____

City, State, and ZIP Code: _____

Leasing Company's Telephone Number: _____

Date contract was signed: _____

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

Mileage at time of delivery: _____

Mileage now: _____

Did you purchase a used vehicle? (Yes / No)

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

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.

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:

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:

SECTION 3: VEHICLE DEFECT(S) – CONT.

Please check either or both of these statements to indicate which apply to your 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? ☐

If you answered yes, please explain below:

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

SECTION 3: VEHICLE DEFECT(S) – CONT.

☐

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

☐

My vehicle was out of service because of repair of any combination of substantial defects for a total of 15 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.

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	7,153
Vehicle Stalls	4/20/97	4/20/97	1	7,501
Brakes Fail	5/1/97	Dealer Refused	11+	7,005

DEFECT

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 15 business days, and within the one year or 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 here:

On what date the manufacturer receive notice of your request for a final repair? _____

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

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

DEFECT	DATE IN	DATE OUT	NO. OF BUSINESS DAYS IN SHOP	ODOMETER READING
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Please describe which problems continued to exist or recurred after the final repair opportunity.

Did you inform the manufacturer of these continuing defects and did you request a refund or replacement vehicle? (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 1st 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 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.

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

Name: _____

Firm: _____

Address: _____

City: _____

State: _____

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.