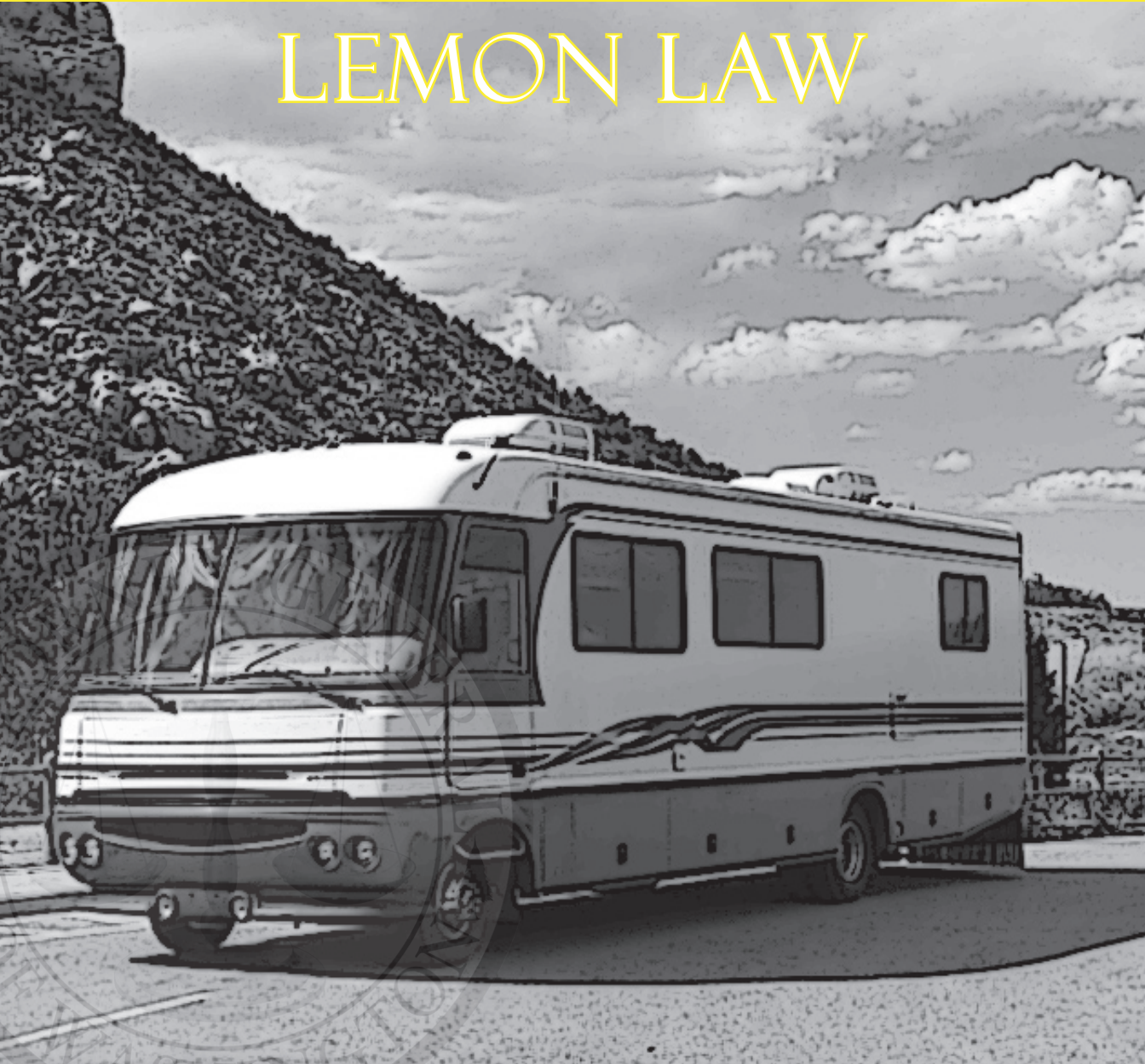


WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

LEMON LAW



MOTOR HOMES

LEMON LAW

MOTOR HOMES

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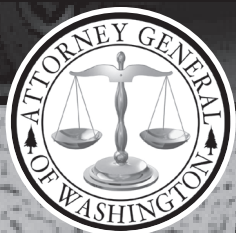
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MOTOR HOME LEMON LAW

What Is The Lemon Law?

The Washington State Motor Vehicle “Lemon Law” was enacted to help new vehicle owners who have substantial continuing problems with warranty repairs. The law allows the owner to request an arbitration hearing through the Lemon Law Administration of Attorney General’s Office.

An owner can request arbitration under the Lemon Law at any time within 30 months of the vehicle’s original retail delivery date. Some Lemon Law actions by the manufacturer may extend the deadline for a short time. There will be no charge for the arbitration process. After an arbitration hearing, an arbitrator will decide whether a consumer’s claim meets the requirements under the law. When your Request for Arbitration is received by the Lemon Law Administration it will be separated into claims related to each manufacturer identified in your request form. If the arbitrator awards repurchase or replacement of the motor home, the arbitrator can distribute liability between the motor home’s final stage, chassis and component manufacturers based on which warranty covered each substantial defect. *Note: The Lemon Law does not allow a consumer to stop making loan or lease payments while pursuing a Lemon Law claim.*

Different Lemon Law requirements, limitations and procedures apply to motor homes from those applying to other types of new vehicles. These differences include that defects in portions of a motor home used as dwelling, office, or commercial space are not covered unless a defect can be proven to affect the mobility of the motor home or the driver’s area. You may have rights and remedies under other laws for motor home defects not covered by the Lemon Law.

Note: Cars, Trucks and Motorcycles

The Lemon Law requirements for cars, trucks and motorcycles are described in the Lemon Law Motor Vehicle booklet available from the Lemon Law Administration. It is also downloadable from the Lemon Law website.

Which Motor Homes Are Eligible?

The Lemon Law covers most classes of new motor vehicles including motor homes and “demonstrators” originally purchased or leased at retail in Washington.

Note – Armed Forces Provision: If you are a member of the armed forces stationed or residing in Washington, a new motor vehicle brought with you from another



state is also covered by Washington’s Lemon Law if it was purchased or leased with a manufacturer written warranty, is within 30 months after the original retail transaction, and the vehicle otherwise meets the definition of a ‘new motor vehicle.’

You do not have to be the original owner to request arbitration. Later owners of a vehicle may request arbitration if you purchased or leased the vehicle:

- With a manufacturer warranty within two years of delivery to the original retail consumer and within the first 24,000 miles of operation
- The vehicle meets the other eligibility requirements and
- A Request for Arbitration is received by the Lemon Law Administration within 30 months of the original retail delivery date.

What Is a “Lemon”?

Your motor home may qualify as a “lemon” if it has one or more significant defects that have been subject to a “reasonable number of attempts” to diagnose or repair the problem(s) under the motor home’s final stage, chassis and/or component manufacturers’ warranties. The law covers only defects that “substantially impair” the use, value, or safety of the motor vehicle.

Motor home final stage, chassis and/or component manufacturers are required to repurchase or replace a motor home with a “nonconformity” or “serious safety defect” after a “reasonable number of attempts” to diagnose or repair the vehicle have occurred. A “reasonable number of attempts” varies for each type of defect and claim category. Each defect can be the responsibility of only one manufacturer. You must do your best to connect defects to a manufacturer even when the manufacturers cannot agree themselves.

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You may need to get the assistance of an independent motor home mechanic or automotive electrical specialist to help you understand and sort out conflicting manufacturer opinions. You should determine which manufacturer paid for each warranty repair or diagnosis.

At the arbitration hearing, the arbitrator will ask you to identify the basis for your claims under the Lemon Law including the type of each defect that occurred in your motor home and the claim categories that relate to each manufacturer.

You should present all Lemon Law claim categories that apply to your motor home's defects and warranty service history.

Types of Defects Covered Under the Lemon Law **Nonconformity**

A "**nonconformity**" is a defect that "substantially impairs" the use, value or safety of the motor home making it unreliable, unsafe for ordinary use or diminished in resale value compared to equivalent motor homes.

Serious Safety Defect

A "**serious safety defect**" is a life-threatening malfunction that impairs the driver's ability to control or operate the motor home, or creates a risk of fire or explosion.

Note: Defects in the dwelling, office, or commercial space of a motor home are not covered by the Lemon Law unless proven to affect the mobility of the motor home or the driver's and front passenger area.

Claim Categories Under the Lemon Law

There are 4 claim categories that a consumer can prove at an arbitration any one of which will result in requiring the manufacturer to repurchase or replace a new motor vehicle:

1. Unrepaired Nonconformity

A "nonconformity" covered by a manufacturer warranty where:

- The "nonconformity" has been subject to diagnosis or repair **three** or more times including at least once during the period of the applicable manufacturer's written warranty **and** during the "eligibility period" (*see What Is The Eligibility Period?*)
- The consumer sent a written demand to all manufacturers for a final attempt to repair
- The manufacturer responsible for the defect unsuccessfully completed the "final repair" within 30 days **or** the manufacturer gave up the "final repair" by failing to respond to the consumer's final repair demand within 15 days
- The "nonconformity" continues to exist
- The consumer sent a written request to the appropriate manufacturer asking for repurchase or replacement of the vehicle **and**
- The manufacturer failed to respond or did not reach a resolution with the consumer within 40 days.

2. Unrepaired Serious Safety Defect

A "serious safety defect" covered by a manufacturer warranty where:

- The "serious safety defect" has been subject to diagnosis or repair **one** or more times including at least once during the period of the applicable manufacturer's written warranty **and** during the "eligibility period"
- The consumer sent a written demand to all manufacturers for a final attempt to repair
- The manufacturer responsible for the defect unsuccessfully completed the "final repair" within 30 days **or** the manufacturer gave up the "final repair" by failing to respond to the consumer's final repair demand within 15 days
- The "serious safety defect" continues to exist
- The consumer sent a written request to the appropriate manufacturer asking for repurchase or replacement of the motor home **and**
- The manufacturer failed to respond or did not reach a resolution with the consumer within 40 days.



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3. Multiple Serious Safety Defects

Two or more different "serious safety defects" (whether or not repaired) covered by the same manufacturer warranty:

- Occur within a twelve-month period and during the first 2 years and 24,000 miles
- Each "serious safety defect" has been subject to diagnosis or repair one or more times during the period of the applicable manufacturer's written warranty
- The consumer sent a written "final repair - safety notice" (see Notes below) to the appropriate manufacturer though it is best to send to all manufacturers.
- The manufacturer(s) gave up the "final repair - safety evaluation" by failing to respond to the consumer's safety notice within 15 days **or** the manufacturer(s) completed the 'safety evaluation'
- The consumer sent a written request to the appropriate manufacturer asking for repurchase or replacement of the vehicle **and**
- The manufacturer failed to respond or did not reach a resolution with the consumer within 40 days

Notes: The "safety notice" is a variation of the "final repair" demand. It must state that one or more safety problems or "serious safety defects" have occurred. The "safety notice" requirement can be accomplished in other notices or demands if the consumer specifically identifies a safety concern whether or not referring to a "serious safety defect." Whether a "serious safety defect" has been repaired or not is not a factor for a "multiple serious safety defects" claim.

4. Days Out-of-Service

Combined days out-of-service accumulated from attempts to diagnose or repair "nonconformities" or "serious safety defects" by all the motor home's manufacturers. After a motor home has been out of service due to diagnosis or repair for a combined total of 30 or more cumulative calendar days:

- The consumer sent a written demand to all manufacturers for a "final attempt" to repair
- The manufacturer(s) gave up the "final repair" by failing to respond to the consumer's final repair demand within 15 days **or** the manufacturer(s) fail to complete the "final repair" before the accumulated days total 60 or within 10 days (whichever is greater)

- The final accumulated total of days out-of-service is 60 or more cumulative calendar days when aggregated for all manufacturers
- The consumer sent a written request to the appropriate manufacturer(s) asking for repurchase or replacement of the vehicle **and**
- The manufacturer(s) failed to respond or did not reach a resolution with the consumer within 40 days.

Note: Days out-of-service are included whether or not a substantial defect has been repaired.

Required Notices to Motor Home Manufacturers for Final Repair

A consumer must send a written notice of the need to repair substantial problems to all manufacturers that contributed to the building of the motor home (see your written warranties). You must allow the motor home manufacturers a final repair attempt if they respond within 15 days (see below). Motor home "manufacturers" include the first stage/chassis builder, the final stage manufacturer and component manufacturers if they provide warranties directly to you (e.g. transmission or engine). Defects in the living space are not covered by the Lemon Law. The manufacturers' addresses can be found in your owner's manuals and warranty descriptions, by asking the dealership or searching the internet. If you cannot locate an address contact the Lemon Law Administration for assistance.

The final repair demand is to be sent after any of the following circumstances:

- Three attempts to repair a "nonconformity" **or**
- At least one attempt to repair a "serious safety defect" (a "safety evaluation" should be done by manufacturers in addition to a "final repair") **or**
- Two or more serious safety defects within a 12 month period (a "safety evaluation" is provided by manufacturers instead of, or in addition to, a "final repair") **or**
- The motor home has been out-of-service for a cumulative total of 30 or more calendar days during diagnosis or repair of nonconformities (including serious safety defects) by one or more of the motor home's manufacturers.

A motor home manufacturer has 15 days from receipt of your demand for a "final repair" to respond and inform you of the location of the facility where the vehicle will be repaired. If a motor home manufacturer fails to respond to you within 15 days, that motor home manufacturer is

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not entitled to a final repair opportunity. The "final repair attempt" ends after whichever is longer: 10 days or after the combined days out-of-service exceed 60 days.

The time period of a final attempt to repair begins when the motor home is delivered to the designated repair facility. A "final attempt" time period may be continued if you agree by signing a written extension.

Note: If the vehicle is unsafe to drive due to a serious safety defect or if the designated repair facility is more than one hundred miles from the motor home location, the motor home manufacturer(s) is responsible for the cost of transporting the vehicle to and from the repair facility.

What Is a Warranty? What Is a Manufacturer's Written Warranty?

Generally, a warranty is an express (oral or written) or implied promise regarding the qualities or characteristics of goods or services enforceable in a court of law (or in arbitration). In the context of a new motor vehicle Lemon Law claim, the term "warranty" refers to the obligations of the manufacturer for defective materials or workmanship under a written warranty and under implied warranties including the failure of a new motor vehicle to be "fit for ordinary use" or fit for "reasonably intended purposes."

"Warranty" includes express (oral or written) and implied promises and may include 'affirmations of fact or promise' made by the manufacturer in connection with the sale or lease of a new motor vehicle that 'becomes part of the basis of the bargain'. This may include representations made in the owner's manual, brochures or advertising if it was a substantial reason you selected this specific vehicle or model.

A "manufacturer's written warranty" states the manufacturer's obligations to a consumer if there is a defect in a new motor vehicle identified during a limited time period after the first retail sale or lease. The "warranty period" usually is determined by time and/or mileage. A service contract is not a warranty because it is an agreement to make repairs rather than a guarantee of a vehicle's quality and attributes.

A modification by a new motor vehicle dealer is covered by the manufacturer's warranty if the dealer installs the manufacturer's authorized parts (or the manufacturer approved equivalent) and follows the manufacturer's specifications for a specific vehicle mode

Note: A vehicle converter or modifier (which may include a dealership) is a "manufacturer" under the Lemon Law in specific circumstances. A vehicle modifier is a "manufacturer" with warranty responsibilities and potential Lemon Law liability if:

- A vehicle has been modified in any way before you purchased/leased the new vehicle and the modification is not covered by the 'factory' warranty or
- You requested that a dealer modify or add an "option" to a new vehicle as part of your purchase or lease that turns out to be defective, is not covered by the factory warranty and the dealer did not have you sign a written disclosure stating that "the modification may void all or part of the manufacturer's warranty and that Lemon Law remedies may not apply to the modification."

Are All Problems With a Vehicle Covered Under the Lemon Law?

Most defects in the dwelling, office, or commercial space of a motor home are not covered by the Lemon Law unless proven to affect the mobility of the motor home or the driver's area.

The law does not cover problems caused by abuse or neglect, or any modifications or alterations made to a new vehicle after the original retail sale or lease. If the dealer made a proper written disclosure signed by you, the Lemon Law will not cover options or modifications you requested as part of the purchase or lease. Consumer requested modifications sometimes are not authorized by the manufacturer and may void all or part of the manufacturer's warranty.

What is the Eligibility Period?

For a defect to be covered under the Lemon Law it must have had at least one attempt to diagnose or repair under the manufacturer's warranty and during the Lemon Law's "eligibility period."

The Lemon Law "eligibility period" is not a set time frame. It is often shorter than the manufacturer's warranty coverage (a manufacturer warranty must cover at least 12 months or 12,000 miles). The "eligibility period" is determined by a mileage limit and a time limit. An 'attempt to diagnose or repair' a defect occurred during the "eligibility period" if it was diagnosed or repaired:

- Within 2 years from the original retail delivery date and
- Before the vehicle reached 24,000 miles of operation.

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THE LEMON LAW REMEDIES

Replacement or Repurchase?

At the arbitration hearing you will have to make a final decision about whether you want the motor home replaced or repurchased. Under the law, if your motor home is determined to be a “lemon” by the arbitrator, you will be awarded your choice of repurchase or replacement of the vehicle. Once an arbitration hearing is over, your choice of repurchase or replacement cannot be changed by the arbitrator. If there is an award and you have changed your mind about your choice of repurchase or replacement, you will need to negotiate directly with the manufacturer(s) as there is no authority for anyone to change the terms of the award.

Note: A manufacturer will not be required to refund, replace or reinstall an item that you added to the defective vehicle after you purchased/leased it. You and the manufacturer(s) are encouraged to negotiate how ‘after market’ add-ons will be dealt with that might include the manufacturer agreeing to buy them from you. Items like a sun canopy added after purchase or lease may be removed. You will not be required to return the vehicle to original condition when the items are removed. If you are removing an aftermarket item, you will be required to return or replace any original equipment that was removed from the vehicle for the after-market add-on (e.g. the manufacturer stock radio).

A consumer is required to repair the motor home or transfer an insurance claim or settlement to the manufacturer when there is damage that is not reasonable for the amount of use and type of vehicle. See: *Compliance and Consumer Requirements When Returning a Vehicle.*

Replacement:

If you are awarded a replacement motor home, it must be new and “identical or reasonably equivalent” to your vehicle as it existed at the time of original purchase or lease including any service contract, undercoating, rustproofing and other factory/dealer options. The manufacturer is also responsible for paying any sales tax, license, registration fees for the replacement vehicle and refunding to you any incidental costs awarded by the arbitrator.

Before receiving the new vehicle you will be obligated to pay the manufacturer(s) a single “offset for use” (see *Offset for Use*). You must contact your lender early in the process about how they would deal with your



existing loan or lease and a replacement vehicle as you may have to make a new loan at very different terms. If the manufacturer originally offered a special financing deal like a low interest rate the manufacturer is not required to offer those terms for a replacement vehicle.

Repurchase:

If you are awarded a repurchase of the vehicle, the arbitrator will determine your refund based on the following:

- **If you purchased the vehicle:** you will be refunded the cash price of the vehicle in the sales agreement (minus any manufacturer rebate). If you have a loan balance, the lender will be paid from your refund.
- **If you leased the vehicle:** you will be refunded the total of all lease payments that you made, including inception and security deposit payments (not including any manufacturer rebate). The manufacturer will be responsible for any remaining lease obligations.

Note: If you are a second or subsequent owner, a repurchase award will be based on your purchase price, not the original owner's purchase price.

The following will be included in a refund award for repurchase of leased or purchased vehicles:

- **“Collateral charges”** - sales or lease related charges including sales and use tax, finance charges (interest on a loan), dealer preparation and transportation costs, prorated license, registration and title fees, prorated insurance costs based on days out-of-service, nonrefundable portions of credit life and disability insurance, service contracts, undercoating, rustproofing and other factory or dealer installed options purchased when you bought/leased the vehicle.

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Note: The following types of items will be refunded in awards of repurchase or replacement:

- **“Incidental costs”** - reasonable expenses paid by you related to repairs including costs of towing and obtaining alternate transportation.
- **Legal fees** - if the manufacturer was represented by counsel, the arbitrator will also award reasonable costs and attorney’s fees if you were represented by an attorney. If the manufacturer is not represented by an attorney at some point in your contacts with the manufacturer, you cannot be awarded costs and attorney’s fees.

Your refund will be the total of the award less an “offset for use” and less any lienholder interests in the vehicle. If your vehicle is leased, your refund will be the award total less an “offset for use” and the manufacturer will be responsible for paying off your lease obligation.

Note: *The arbitrator may allocate liability among manufacturers that contributed to building the motor home based on days “out-of-service” attributed to the manufacturers. This will determine which manufacturers are responsible for compliance with an arbitration award and what financial portion each manufacturer must contribute to compliance.*

Offset for Use

A manufacturer is not required to refund all your costs related to the vehicle or provide a replacement vehicle without cost to you. An “offset for use” is calculated based on your use of the vehicle before a significant defect. The “offset for use” is computed by multiplying the number of miles “attributable to consumer use” (explained in detail below) times the “purchase price” (less any rebate) and dividing the product by ninety thousand. The offset total may be increased or decreased by the arbitrator up to one-third where wear and tear (as opposed to actual damage

e.g. collision) to the dwelling portion is significantly less or greater than could be reasonably expected based on the mileage.

“Mileage attributable to consumer use” accumulates between the retail delivery date and:

- The date of the first attempt to diagnose or repair a defect that causes a manufacturer to be required to repurchase or replace a vehicle; or
- The 30th day out-of-service where a manufacturer(s) is required to repurchase or replace a vehicle solely because of accumulated days out-of-service due to diagnosis or repair of one or more substantial defects.

There are equivalent provisions relating to consumers who are not the original purchasers.

Note: In the instance of a lease the “purchase price” is the vehicle’s capitalized cost disclosed in the lease.

Example: Based on a purchase price of \$90,000 and 1,000 miles attributable to a consumer’s use, the “reasonable offset for use” would be:

$$\frac{(\$90,000) \times (1,000 \text{ miles})}{90,000} = \$1,000$$

The final “offset for use” would be \$1,000 but could be as low as \$667 (minus a third) or as high as \$1,333 (plus a third) if the arbitrator finds the wear and tear from use of the motor home to be significantly less or greater than could be reasonably expected for the accumulated mileage.

Note: If you are a second or subsequent owner, a repurchase offset is based on your purchase price and a replacement offset is based on the original purchase price of the vehicle (as you will receive a new motor home for the used vehicle you purchased).

IMPORTANT: Be certain that you understand how your “offset for use” will be calculated. If you are awarded a replacement vehicle, you must pay the “offset for use” before receiving the new motor home. Most consumers are able to add this into the financing for the replacement vehicle. Talk to your lender as soon as possible. This may affect your decision whether to choose repurchase rather than a replacement.

If you are awarded repurchase, the “offset for use” will be deducted from your refund before any existing loan



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obligations are paid. It is possible in situations of large loan balances and high mileage that a refund will not be enough to pay off the loan. The remaining balance would still be your responsibility.

A similar situation may occur when a consumer's trade-in was worth less than the loan on it resulting in "negative equity" specifically listed in the purchase agreement. Call the Lemon Law Administration for more information if you have questions how this might apply to your Lemon Law claim.

Compliance and Consumer Obligations When Returning a Vehicle

After a manufacturer(s) receives notice from the Lemon Law Administration that you have accepted a decision awarding repurchase or replacement of the motor home, the manufacturer(s) has a maximum of 40 days to comply with the award. The Attorney General's Office will continue to provide information and assistance to you and the manufacturer(s) during the compliance period.

Compliance with the award must occur at a time, place and in a manner that is mutually agreeable to you and the manufacturer(s).

You must return the motor home free of damage. A consumer is not responsible for problems related to 'wear and tear' from ordinary or expected use of the vehicle (minor paint chips, 'dings') or damage related to defects covered by the warranty. If the motor home has been damaged due to fire, theft, vandalism, or collision (a dented fender from an accident or a broken/cracked windshield), the consumer must choose between having the vehicle repaired and transferring any insurance claim/insurance settlement to the manufacturer.

Note: When returning a motor home to the manufacturer(s), you cannot remove any equipment or options from the vehicle that were included in the purchase or lease. If you added features after buying or leasing the motor home, (satellite TV equipment or an awning) those items may be removed avoiding further damage. You are not required to repair the motor home to original condition. You and the manufacturer(s) will be strongly advised to negotiate over the after-market items as there may be problems for a consumer reinstalling in another motor home and the 'add-ons' may enhance resale value for the manufacturer.

YOU HAVE A "LEMON"

What Should You Do?

1. Gather all your documents, records, and repair reports and organize them. Evaluate how your motor home qualifies as a "lemon" related to each manufacturer based on your records.
2. If you have not already sent a demand for a 'final repair attempt' to all manufacturers, you must send it. To locate the manufacturers' addresses look in your owner's manuals and warranty descriptions, ask the dealership or contact the Lemon Law Administration.
3. If the manufacturer(s) fail to respond within 15 days after receiving the demand, the manufacturer(s) finish the final attempt to repair but the defect still exists or the motor home has been out-of-service for 60 or more days:
You must write a letter asking for repurchase or replacement of your motor home to each manufacturer that contributed components of the motor home that are warranted directly to you. You must include a clear request for replacement or repurchase of the motor home.

Your earlier letter asking for the final repair is not the same as this notice asking for repurchase or replacement.

The written request to the manufacturers for repurchase or replacement should include:

- Make, Model, Year, and Vehicle Identification Number (VIN; 17 digits)
- An explanation of the problem(s) related to each manufacturer
- Name(s) of dealership(s) where diagnosis/repair attempts have been made, including dates of attempts.

You should send the letter to the manufacturers by certified mail with a return receipt requested. This will verify the dates that the manufacturers received your letters. If you are near the 30 month arbitration deadline you should consider sending your letters by overnight express. **KEEP A COPY OF YOUR LETTERS AND YOUR RETURN RECEIPTS IN YOUR RECORDS.**

4. The manufacturer(s) should be allowed 40 days to respond in most instances (*see Note on page 9*). If a manufacturer does not respond or if the response is unsatisfactory, you can submit the Request For

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Arbitration form to the Lemon Law Administration at the Attorney General's Office. Unless your claim is near the 30 month arbitration deadline, a Request for Arbitration received during the 40 day period will be delayed until the manufacturers' 40 day response period has expired.

Note: A Request for Arbitration form **must be received** by the Lemon Law Administration **within 30 months** of the vehicle's original retail delivery date **whether or not the 40 day response period has expired**.

5. Submit a complete Request for Arbitration with supporting documents to the Lemon Law Administration. Call or write the Attorney General's Office for a Motor Home Request for Arbitration form or download it from the Lemon website.

Note: The Lemon Law does not allow a consumer to stop making loan or lease payments while pursuing a Lemon Law claim.

Submitting Your Request for Arbitration

Keep a copy of the Request for Arbitration for your records and mail the original form to the Lemon Law Administration. If you are approaching the 30 month deadline for submitting a Request for Arbitration, send the form and documents by certified mail (return receipt requested), overnight express delivery, deliver it in person, submit it by FAX or email it to lemon@atg.wa.gov.

Note: the date a Request For Arbitration is mailed is not accepted as the 'received' date.

On the Request for Arbitration form you are asked to state a preferred time for the hearing. Arbitration hearing dates can be requested for business days during business hours at locations around the state. It is very important to consider this carefully. It is very difficult (and probably will not be possible) to make changes at a later time. The Arbitration Board will try to accommodate your schedule, but cannot guarantee to schedule your hearing when requested or where it will be most convenient for you.

Upon receipt of your Request for Arbitration, the Lemon Law Administration shall have 10 days to make a reasonable determination of the cause of your request and contact you with more information. Lemon Law Administration staff will be available to answer your questions, provide information and assist you as you prepare your claim presentations for the arbitration hearing. In order to promote early resolutions, basic

information from your Request for Arbitration form will be sent immediately to the manufacturers by the Lemon Law Administration. **You and the manufacturers are strongly encouraged to communicate with each other throughout the arbitration process about the possibility of a settlement even if earlier negotiations failed.**

Completing the Request For Arbitration Form

Read the instructions for filling out the form. Check that you have copies of all the documents and other evidence that you intend to include when you submit the form. When you send the Request For Arbitration form you must include copies of all required documents, records and repair orders. All registered owners of the vehicle must sign the form.

The Motor Home Request For Arbitration form contains separate pages for you to identify claims against each manufacturer by listing defects and the attempts to diagnose or repair **each** defect. Make as many copies of the defect page as you need. If you have not completed these pages, your request may be rejected.

Sometimes motor home manufacturers disagree about which manufacturer is responsible for a defect and who has potential Lemon Law liability if an award is made by an arbitrator. If you do not know which manufacturer is responsible for each defect (start by comparing warranties), you **must** take your records and the motor home to an independent motor home mechanic to help you sort out responsibility. **This will determine how you will present your claims and what you must prove to an arbitrator. How you present your claim will determine the information and evidence available to the arbitrator and will affect how an arbitrator makes a decision.**

Fill the form out completely. When completing the defect pages you must clearly describe each defect, identify when each attempt to diagnose or repair occurred, the mileage on your vehicle at the time of each attempt, the dealer or service department that made the repairs, and the number of days your vehicle was out of service due to diagnosis or repair. Add any additional explanations or information you believe relate directly to defects or other elements of your claim on additional pages.

If the form is not filled out completely or the required documents are missing, your claim cannot be sent to the New Motor Vehicle Arbitration Board. It will be returned to you with directions about how to proceed.

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Information Needed to Complete the Request For Arbitration Form

You must send copies of the repair orders for all diagnosis or repair attempts related to the defect(s) in your claim. If you cannot provide the repair orders or other documents, you must explain the reason why they are missing on a separate page attached to the Request For Arbitration form. If you did not receive a repair order after an attempt to diagnose or repair a defect there may be records including mechanic's notes and billing records about the repair at the service department. See: How to Obtain Documents and Other Records.

Records Needed to Submit a Complete Request For Arbitration

You must submit copies of your purchase or lease agreement, finance agreement (if applicable), and title/registration documents. You must submit copies of your motor home's repair orders when you request arbitration. If you did not receive repair orders or did not keep your copies, see How to Obtain Documents.

Each time you take your motor home to an authorized service department for warranty services in Washington, the service department must provide a fully itemized and legible repair order or written statement when returning the vehicle to you. Among other requirements, the repair order or statement must identify the problem(s) you are experiencing with your vehicle, a diagnosis, work done, the 'in and out' mileage on the vehicle, and the date you took the motor home in for service and the date the dealer notified you that you could pick up the motor home.

You are entitled to receive a copy of any report or computer reading regarding inspection, diagnosis, or test-drive of your motor home by asking the authorized service department or manufacturer(s). In addition, you are entitled to copies of any Technical Service Bulletins (TSBs) upon request regarding your motor home's year, make and model. Technical Service Bulletins are notices sent to service departments by a manufacturer. Service bulletins include descriptions of specific problems occurring in a vehicle model, how to diagnose a problem and repair it.

Note: If you are not the original owner, you must also submit a title history for the vehicle obtained from the Department of Licensing and/or the original owner's documents and prior repair history.

How to Obtain Documents and Other Records

The Attorney General has authority to issue a subpoena to obtain critical documents and records for a consumer



or a manufacturer. The Attorney General does not have the authority to require a person to attend a hearing, provide written statements or to testify at a hearing.

A consumer can request the Attorney General to issue a subpoena for documents and records only when you submit your Request For Arbitration. If you are missing documents necessary to prove your claim(s), you should immediately send a written request to the source (dealer, manufacturer, etc.) asking for copies of all documents and records relating to your motor home. If you're asking for copies of repair orders you should consider also asking for mechanic's notes, test results, reports and communications with the manufacturer or between manufacturers. **Keep a copy of your request letter.**

If you do not receive the documents after asking, indicate this on the Request For Arbitration form and provide a copy of your written document request. This will be considered a request for a subpoena.

If a manufacturer responds to your claim being assigned to the arbitration board by sending a Manufacturer's Statement, you have 3 days from when you receive the statement to ask for a subpoena for additional documents and records.

THE ARBITRATION PROCESS

Do You Need an Attorney?

The arbitration program has been developed so that a consumer does not need to have an attorney for most claims. However, you always have a right to be represented by counsel for any claim. The manufacturer may be represented by an attorney. Motor home manufacturers have attorneys represent them at arbitration hearings more frequently than car or truck manufacturers. Because motor home manufacturers may have attorneys, you should consider talking with an

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attorney early in the process. This can be particularly important if your motor home claims have complex issues. **Note: “Reasonable” attorney costs will be refunded to you in an award only if the manufacturer has also been represented by counsel.**

You should read the section *What Is An Arbitration Hearing?* before making your decision as to whether you will be represented by an attorney. If you decide you want to be represented by an attorney, it is advisable to consult with one as early as possible.

Please indicate on the Request for Arbitration form if you will be represented by an attorney.

After You Request Arbitration

The Lemon Law Administration will screen your arbitration request for:

- A completed form identifying manufacturers and defects
- Copies of all the designated repair orders and required documents
- Eligibility requirements
- Receipt of the Request for Arbitration within 30 months of the vehicle’s original retail delivery date
- Written requests to the motor home manufacturers for the ‘final repair’ attempt and
- Written requests to the motor home manufacturers to repurchase or replace the vehicle.

If the Lemon Law Administration rejects your Request for Arbitration due to being incomplete or because of an eligibility problem, a written explanation will be mailed to you with further directions.

When your Request for Arbitration form is complete with all necessary documents and repair orders, claim records will be established for each of the motor home’s

manufacturers that are identified in the Request for Arbitration. The Request for Arbitration records will be forwarded to the arbitration board for scheduling. The manufacturers will receive copies of your Request for Arbitration. The claims against each manufacturer will be considered separately but at one arbitration hearing. You will receive complete information on arbitration procedures and how to prepare for an arbitration hearing including information regarding the Lemon Law, RCW 19.118, and the Washington Administrative Code adopted for the program, WAC 44-10. **It is very important that you review the rules as these explain arbitration procedures in detail that can be very useful to you as the arbitration process moves forward.**

After the manufacturers have had time to review the claims and reply with a Manufacturer’s Statement, a hearing date will be set and an arbitrator assigned. At least 10 days before the hearing date you will be notified of the hearing date, time and location. Your arbitration hearing must be held within 45 days of the arbitration board’s receipt of your Request for Arbitration from the Lemon Law Administration.

You will be sent a financial information form that must be completed and given to the arbitrator at the hearing. **If you do not provide the financial form to the arbitrator, refundable items may be missed in the award calculation.** You must be prepared to present verification of all financial information at the hearing.

The New Motor Vehicle Arbitration Board

The New Motor Vehicle Arbitration Board has been selected by competitive public bid to provide arbitration services for the Lemon Law program. The arbitration board and the arbitrators are not associated with any automobile dealer or manufacturer and are independent of the Attorney General’s Office. Lemon Law arbitrators are attorneys specifically trained in arbitration procedures and the Lemon Law.

The Manufacturer’s Statement

After your Request for Arbitration is forwarded to the Board, each manufacturer is required to send you a “Manufacturer’s Statement.” The manufacturer will include their perspective of the vehicle’s problems, repair history, other issues affecting the dispute and the reasons why the manufacturer believes that it should not be required to replace or repurchase the vehicle. The manufacturers must send you this statement within 10 days of being notified that your claim has been forwarded to the Arbitration Board.



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You should review the manufacturers' statements carefully when you prepare your presentation, testimony, and evidence for the hearing. You must be prepared to respond to specific defenses and issues identified by the manufacturers.

A Manufacturer's Right to View the Vehicle

The manufacturer will have the right to inspect the vehicle before the arbitration hearing if a request is made in the Manufacturer's Statement. During this 'view', the manufacturer's representative can drive the vehicle or conduct tests with diagnostic equipment, but cannot make any repairs.

You must be present while the manufacturer views the vehicle unless you request otherwise in writing. The manufacturer and you must make arrangements for a mutually convenient time, date, and location to view the vehicle.

What if Your Claim is Resolved Before the hearing?

If you settle, you **must** notify the Arbitration Board and the Lemon Law Administration **immediately**. You **must** complete and return a Settlement/Withdrawal form that will have been included in the materials sent to you.

The manufacturers may contact you to try to settle your claims. Settlements of motor home claims can be complex because you must negotiate with each manufacturer individually as well as the group of manufacturers to be certain that the conclusion will be acceptable to you.

It is very important to get complete settlement terms in writing from the manufacturers before withdrawing from the arbitration process. If you reach a settlement without a written agreement you should immediately send letters to the manufacturers' representatives with your understanding of the responsibilities of each manufacturer and yourself. An agreement should include clear dollar amounts, totals and deadlines.

If you withdraw from arbitration before your hearing for any reason including illness or settlement, you may re-file for arbitration again within the 30 month time limit. However, if you withdraw a second time, you will not be allowed to re-file for arbitration on the same grounds

THE ARBITRATION HEARING

What is an Arbitration Hearing?

Lemon Law arbitration hearings are much less complicated than court trials or administrative hearings. There are no formal rules of evidence or court procedures and the hearings are designed to be as easy as possible for participants. You will be given the opportunity to explain your claims against each manufacturer and present documents, affidavits or witnesses and other evidence to prove the claims. Each of the manufacturers will have an opportunity to present their side of the dispute. The manufacturers and the arbitrator may ask you questions or request more detail. There will be an opportunity for you to ask questions about the manufacturers' positions, affidavits or witnesses, and evidence. The final section of the hearing will be about financial issues and a possible replacement vehicle.

Who Will Attend the Arbitration Hearing?

Hearings usually will be attended by you, manufacturers' representatives, witnesses and the arbitrator. Arbitrators are like judges in that they listen to each side and then issue a written decision after the hearing. In unusual instances, an impartial automotive expert technician will be assigned to assist the arbitrator. The expert's function is not to provide testimony for either side in the dispute. You must provide technical testimony from qualified independent mechanics and other experts when it is necessary to prove your claims.

What You Must Prove at the Arbitration Hearing

Your claims may be based on one or more defects and cover more than one claim category for each manufacturer. For example, a serious safety defect may have been subject to 2 unsuccessful attempts to diagnose or repair and a second serious safety defect occurred within 12 months during the eligibility period. Presenting problems in the excluded living space or that clearly do not meet the definitions of a nonconformity or serious safety defect will not help your case, will take up time and may confuse the important issues. An arbitrator will be lenient but will not allow either party to pursue issues that are not relevant to the Lemon Law and the claim.

Plan your presentation to show how your motor home meets all the requirements and definitions for the type of defect and claim category. You should include your response to the issues identified in the manufacturers' statements. It is likely that you already know the manufacturers' issues from trying to resolve the situation, such as money issues or disagreement on the number of repair attempts, etc.

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If additional points of dispute have been mentioned or discussed in other conversations or correspondence with manufacturer representatives, you should be prepared to address those also.

The critical points to prove to an arbitrator are:

- The vehicle meets the definition of a 'new motor vehicle'
- You meet the definition of a 'consumer'
- Your Request for Arbitration was received by the Lemon Law Administration within 30 months of the original retail delivery date
- You sent all manufacturers a written request for the final repair attempt
- You sent all manufacturers a written request asking for repurchase or replacement of the vehicle
- A defect meets the definition of a 'nonconformity' or 'serious safety defect'
- The defect has been subject to a "reasonable number of attempts" to diagnose or repair based on the type of defect and the claim category (*see Types of defects covered under the Lemon Law*)
- The defect still exists (except for claims based on "multiple serious safety defects within 12 months" or "days out-of-service")
- Mileage on the vehicle at the first attempt to diagnose/repair each defect or 30th 'day out-of-service'
- Defenses made by the manufacturer are incorrect or do not apply to the defect
- The financial items necessary to calculate an award if that is the arbitrator's decision.

The Arbitration Decision

The Board must issue the arbitration decision within 60 days from the date the Board receives your Request for Arbitration. You will receive a copy of the decision and a form asking whether you accept or reject the decision. You have 60 days from the date you receive the decision to accept or reject it.

AFTER THE DECISION

The Decision: Accept – Reject – Appeals

If the arbitration decision is in your favor and you accept it, then the manufacturer must:

- comply within 40 days of receiving notice of your acceptance from the Lemon Law Administration or
- appeal to superior court within 30 days of receiving your acceptance.

While appeals by manufacturers or consumers are very rare, if you disagree with the decision you can reject the decision and file an appeal. You will need the assistance of a private attorney to pursue your claims against the manufacturer(s) when filing an appeal in superior court. You will be allowed a new hearing of the dispute(s) at a trial. If you decide to appeal, the appeal must be filed in superior court within 120 days of rejecting the arbitration decision.