

DEPARTMENT OF MOTOR VEHICLES
Motor Vehicle Arbitration Board
*Agency of Transportation*120 State Street
Montpelier, Vermont 05603-0001
Phone: 802.828.2943
Fax: 802.828.2092
www.dmv.state.vt.us

Consumer

v.

Manufacturer

➤ **Please forward this response to the Board and Consumer for receipt within five days prior to the hearing. The Board should receive six copies of the response and six copies of any supporting documentation.**

I, representative of the manufacturer, acknowledge receipt of the consumer's Demand for Arbitration on: _____ .
(date)

- The manufacturer asserts no defense and offers to provide (*circle one*) **a refund or a replacement** vehicle in accordance with the Law and Board Rules. A refund worksheet was completed, discussed with and provided to the consumer with a copy of this form.
- The manufacturer declines the opportunity to evaluate or repair the vehicle per the final repair provision prior to hearing.
- An attorney or other independent entity (*circle one*) **will / will not** represent the manufacturer at the hearing.
- The following witness(es) is anticipated to appear at the hearing on behalf of the manufacturer:

- List applicable technical service bulletin(s) (TSB) with reference number and attach a copy to each response form.

➤ **Evidence to support any assertion of ineligibility, as marked below, should be submitted to the Board and consumer at least three days prior to hearing. Rule 9 – Discovery – Defenses not set forth in a manufacturer's answer may be deemed waived and may not be considered by the Board. Rule 5 – Manufacturer's Answer**

The consumer is not entitled to relief because:

- 1. He/she is not a "consumer" because: _____ .
- 2. The vehicle is not a "motor vehicle" because: _____ .
- 3. The vehicle is not a "new motor vehicle" because: _____ .
- 4. The consumer is, or should be, satisfied with the repair after filing of the Demand.
- 5. The manufacturer has not had a reasonable number of attempts to repair the vehicle, which has not been either:
 - a. Subject to at least three repair attempts for the same defect with at least the first repair occurring within the express warranty; **OR**
 - b. Out of service 30 cumulative days within the express warranty.
- 6. The express warranty has not been breached or the condition is not covered by the warranty because:
- 7. The alleged defect(s) or condition(s) does not substantially impair the vehicle's
 use, **market value** or **safety**. *Check all that apply.*
- 8. The vehicle was repaired as of the date the consumer signed/filed the Demand for a three-times-out claim.
- 9. The consumer refuses to make the vehicle available for a final repair attempt. (Contact the Board office for assistance as soon as possible if this occurs.)
- 10. The vehicle has been abused, neglected, or had the following unauthorized modifications:
- 11. The Demand for Arbitration was filed more than one year after the manufacturer's express warranty expired by time or miles.
- 12. Other (specify):

➤ Completed by: _____
Printed name & 3rd party affiliation (if applicable) Signature Date