

Many manufacturers offer an arbitration process that is certified by the Department of Consumer Affairs' Arbitration Certification Program. These manufacturers have agreed to comply with the arbitrator's decision, if the consumer accepts it.

WHAT IS ARBITRATION?

Arbitration is a free and relatively simple way of resolving warranty disputes. Both you and the manufacturer agree to allow a neutral third party (an arbitrator) to decide whether a reasonable number of repair attempts have been made and what relief will be ordered.



STATE OF CALIFORNIA
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DEPARTMENT OF CONSUMER AFFAIRS



ARBITRATION CERTIFICATION PROGRAM

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CALIFORNIA'S

CERTIFIED ARBITRATION PROGRAMS



ARBITRATION CERTIFIED PROGRAM

WHAT ARE THE POSSIBLE RESULTS OF ARBITRATION?

Decisions in the arbitration process are made on a case-by-case basis. Possible decisions include:

- An additional repair attempt.
- A replacement vehicle.
- A refund of the purchase price.
- Reimbursement for incidental expenses (towing, rental car, etc.).
- No award.

WHAT ARE SOME ADVANTAGES OF ARBITRATION?

- It is free, faster, and less complicated than going to court.
- Decisions are made within 40 days after the program receives your application.
- An arbitrator may request an inspection and written report on your vehicle's condition by an independent expert at no cost to you.
- You have the option to present your case in person, in writing, or over the telephone. The presentation is open to the public, so you can bring a family member or friend for support.



- You can accept or reject the decision. If you accept it, the manufacturer must also accept it.
- If you reject the decision, you can still pursue your rights in court. However, before you decide to sue, you should consider consulting with an attorney.

WHAT OTHER KINDS OF PROBLEMS QUALIFY FOR ARBITRATION?

The manufacturer failed to honor the terms of your new car warranty; and you are still within your original warranty period.

WHAT PROBLEMS DO NOT QUALIFY FOR ARBITRATION?

- Sales disputes between consumers and dealers.
- Equipment or defects not covered by the manufacturer's new vehicle warranty.
- Service contract or extended warranty issues.
- After-market (nonmanufacturer) parts.
- Certain consequential damages.
- Personal injury claims.
- Cases in litigation.
- In most cases, disputes regarding the "living" portion of a motor home.

I BOUGHT MY VEHICLE USED WITH NO WARRANTY. DOES CALIFORNIA'S LEMON LAW STILL APPLY TO MY VEHICLE?

No. The Lemon Law applies only to disputes involving the manufacturer's new vehicle warranty.

