

470-RICR-00-00-1

TITLE 470 – MOTOR VEHICLE ARBITRATION BOARD

CHAPTER 00 – N/A

SUBCHAPTER 00 – N/A

PART 1 – Regulations Governing the Rhode Island Motor Vehicle Arbitration Board

1.1 Purpose and Scope

- A. These regulations are promulgated pursuant to R.I. Gen. Laws § 31-5.2-7.1 for the enforcement of R.I. Gen. Laws Chapter 31-5.2. These regulations set forth procedures for the implementation of motor vehicle dispute settlement panel(s) within the Rhode Island Motor Vehicle Arbitration Board. The arbitration regulations are designed to promote the speedy, efficient, and fair disposition of disputes arising out of defective, new motor vehicles.
- B. These regulations are applicable to:
 - 1. All manufacturers of passenger motor vehicles and motorcycles registered in the State of Rhode Island;
 - 2. All purchases and leases of passenger motor vehicles and motorcycles registered in the State of Rhode Island; and
 - 3. All dealers servicing such vehicles whether their service facilities are located within or outside the State of Rhode Island.

1.2 Definitions

- A. The following words and phrases, which are used in these regulations, shall, for the purposes of said regulations, have the following meanings:
 - 1. "Days" means calendar days.
 - 2. "Dealer" means any person engaged in the business of selling, offering to sell, soliciting, or advertising the sale of new motor vehicles.
 - 3. "Director" means the Attorney General or his or her designee.
 - 4. "Dispute settlement panel" means panel selected by the Director to resolve disputes regarding motor vehicle nonconformity(ies) through

summary administrative hearings. A settlement panel shall consist of at least three (3) members of the Motor Vehicle Arbitration Board.

5. "Manufacturer" means any person, partnership, firm, association, corporation or trust, resident or nonresident which is engaged in the business of manufacturing or assembling new motor vehicles, or, which is engaged in the business of importing new motor vehicles which are manufactured or assembled outside the United States.
6. "Motor vehicle" or "Vehicle" means an automobile, truck, motorcycle or van having a registered gross vehicle weight of less than ten thousand (10,000) pounds, sold, leased, or replaced by a dealer or manufacturer after July 1, 2005, except that it shall not include a motorized camper as defined in R.I. Gen. Laws § 31-1-3.
7. "Nonconformity" means any specific or generic defect or malfunction, or any concurrent combination of such defects or malfunctions that substantially impairs the use, market value or safety of a motor vehicle.
8. "Term of protection" means one year or fifteen thousand (15,000) miles of use from the date of original delivery of a new motor vehicle to the consumer, whichever comes first; or, in the case of a replacement vehicle provided by a manufacturer to the consumer under this Part, one year or fifteen thousand (15,000) miles from the date of delivery to the consumer of that replacement vehicle, whichever comes first.

1.3 Motor Vehicle Dispute Settlement Panel(s)

- A. The Director shall establish one or more motor vehicle dispute settlement panels within the Motor Vehicle Arbitration Board, which shall consist of at least three (3) members.
- B. The Director shall appoint the chairperson of all panels for the duration of the particular panel.
- C. Each panel member shall sign a written oath attesting to his or her impartiality prior to the commencement of each arbitration hearing.
- D. The settlement panel shall report its findings to the full Motor Vehicle Arbitration Board for a vote.
- E. Vote by the Motor Vehicle Arbitration Board - a majority of those members present at the time of the vote shall constitute a valid vote by the Motor Vehicle Arbitration Board.

- F. Proxy voting is prohibited.

1.4 Technical Experts

- A. The Director may assign automotive technical experts certified by the National Institute of Automotive Service Excellence ("NIASE") as advisors and consultants to each arbitration panel hearing automotive cases, as needed.
- B. The Director may assign motorcycle technicians, who in the opinion of the Motor Vehicle Arbitration Board, based upon experience and/or education qualify as experts.
- C. Said technical expert shall be present whenever oral testimony is presented.
- D. In the event of a documentary hearing, such expert shall be available to the arbitration panel. Such expert need not be present at the hearing, unless requested by the chairperson of the sitting panel.
- E. Each expert shall sign a written oath attesting to his or her impartiality prior to the commencement of each arbitration hearing.

1.5 Request for Arbitration Procedure

- A. Consumers shall file a request for arbitration on a form supplied upon request from the Motor Vehicle Arbitration Board, along with a nonrefundable filing fee of twenty dollars (\$20) by certified check or money order, payable to the "State of Rhode Island Department of Attorney General."
- B. Upon receipt of the filing fee, the request for arbitration shall be time-stamped to indicate its acceptance.
- C. Submitted requests for arbitration shall be reviewed by the Director for completeness and compliance with R.I. Gen. Laws § 31-5.2.
 - 1. Incomplete requests shall be promptly returned to the consumer for completion.
 - 2. Applications not in compliance with R.I. Gen. Laws § 31-5.2 will be rejected. The reason for the rejection shall be sent to the consumer.
 - 3. The Motor Vehicle Arbitration Board shall notify the consumer of the acceptance or rejection of the request for arbitration within ten (10) days of receipt.

4. The request shall be submitted to the Motor Vehicle Arbitration Board no later than sixty (60) days after the expiration of the one year period from the date of purchase.

1.6 Request for Arbitration

- A. Requests for arbitration form shall include, but not be limited to, the following information:
 1. The name, address and telephone number of the consumer and any lien holder;
 2. The name, address and, telephone number of the consumer's legal counsel, if applicable;
 3. The date of purchase and date of delivery of the motor vehicle to the consumer, the make, model and manufacturer of the vehicle, the vehicle identification number, and whether the vehicle was sold or was a leased vehicle;
 4. The present mileage and the mileage on the vehicle when first brought for repairs for the nonconformity;
 5. The name and address of the selling dealer and all dealers who attempted to repair the vehicle for the nonconformity.
 6. Statement by the consumer as to the following:
 - a. The consumer believes the motor vehicle's use, market value, or safety is substantially impaired by the non-conformities in his or her request for arbitration;
 - b. The nonconformities are not the result of owner abuse, neglect, or unauthorized modifications of the motor vehicle by anyone other than the manufacturer or its dealer;
 - c. The nonconformity is not the result of damage caused by an accident;
 - d. That within the term of protection, the manufacturer, its agent, or authorized dealer failed in at least four (4) attempts to correct the same substantial defect(s), or the vehicle was out of service by reason of repair for at least thirty (30) days;

- e. Regarding the consumer's chosen form of arbitration hearing, whether oral or written;
 - f. Regarding the consumer's assessment of what actions would constitute a fair resolution of the dispute;
 - g. A signed agreement by the consumer to arbitrate.
- B. Included with the request for arbitration form the following must be submitted:
 - 1. Photocopies of the sales agreement or lease agreement, including any stated credit or allowance for the consumer's new vehicle or rebate, the receipt for the payment of any options or other modifications arranged installed, or made by the manufacturer or its dealer during the term of protection;
 - 2. Receipts for any other charges or fees including, but limited to:
 - a. Sales tax;
 - b. License and/or registration fees;
 - c. Finance charges;
 - d. Towing, and;
 - e. Rental of motor vehicle equivalent to the consumer's motor vehicle for the period when the consumer's motor vehicle was out of service due to the nonconformity;
 - 3. A photocopy of the notification of a potential claim sent by or on behalf of the consumer to the manufacturer after four (4) or more attempts to repair the vehicle or its being out of service for a total of thirty (30) days or more, along with the return receipt signed by the manufacturer's agent;
 - 4. A photocopy of all warranties including extended warranties, if any; all repair orders, and all maintenance service records.
 - 5. All other relevant charges, fees or expenses.

1.7 Manufacturer's Statement

- A. Within twenty (20) days of receipt of the notice of arbitration, the manufacturer shall send by certified mail, return receipt requested, to the Motor Vehicle Arbitration Board and to the consumer's response to each of the statements set

forth in the consumer's request for arbitration form and a non-refundable fee of fifty (\$50) dollars and the following:

1. The name, address, and telephone number of the selling dealer;
2. The name, address, and telephone of all servicing dealerships;
3. The date of purchase and date of delivery of the motor vehicle to the consumer and whether the vehicle was sold as new or if the vehicle was a leased vehicle;
4. The make, model and vehicle identification number;
5. Dates and nature of service provided by all servicing dealerships or facilities and the number of calendar days the vehicle was at any dealership or facility for service since the date of delivery;
6. Photocopies of all warranties, including extended warranties, if any;
7. Photocopies of all maintenance services and repair orders for the vehicle;
8. Photocopies of all correspondence between the consumer and to manufacturer or its representatives.
9. A statement regarding the manufacturer's assessment of what would constitute a fair and equitable resolution of the dispute.

1.8 Notification and Schedule of Hearings

- A. Within thirty (30) days after the effective date of adoption of these regulations, each manufacturer of motor vehicles sold or leased in Rhode Island shall forward to the Motor Vehicle Arbitration Board the name, address, and telephone number of the individual designated by the manufacturer to receive notices under this automotive dispute settlement process. It shall be the duty of the manufacturer to update this information, as necessary.
- B. Within ten (10) days that an application is accepted for resolution, a notice shall be mailed certified mail, return receipt requested, by the Motor Vehicle Arbitration Board to the consumer and the manufacturer's designee. General information about the arbitration process shall be included. A copy of the consumer's request for arbitration and any other pertinent information shall be sent to the manufacturer or its designee. If the manufacturer had not been given a previous opportunity by the consumer under R.I. Gen. Laws § 31-5.2-5, it shall have one final opportunity to cure the nonconformities within seven (7) calendar days of

receipt of the notice, or within a reasonable period of time as agreed upon by the consumer and the manufacturer.

- C. Within forty-five (45) days of acceptance of the request for arbitration, the Motor Vehicle Arbitration Board shall schedule a hearing date.
 - 1. Hearing schedules shall attempt to accommodate the time-of-day needs of the consumer, manufacturer, and panel members, to the greatest extent possible.
 - 2. Evening and weekend hours shall be made available, if justified.
- D. The Director or his designee shall observe all arbitration hearings.
- E. Panel members shall receive a copy of the case file at least seven (7) days prior to the scheduled hearing.
- F. The consumer and the manufacturer shall be notified by certified mail, return receipt requested, as to the date, time and place of the hearing.

1.9 Rescheduling of Hearings

- A. Each party shall be allowed only one request to reschedule a hearing. A rescheduled hearing cannot again be rescheduled by the party who requested the original rescheduling.
 - 1. The Motor Vehicle Arbitration Board may allow a second request to reschedule only in extraordinary circumstances.
- B. A rescheduling request may be made by any reasonable means, but actually be received at the Motor Vehicle Arbitration Board no later than twenty-four (24) hours prior to the scheduled hearing.
 - 1. A new hearing date shall be scheduled by the Motor Vehicle Arbitration Board within five (5) days and each party shall be notified by any reasonable means including, but not limited to, telephone, mail, fax or email.

1.10 Defaults

- A. A consumer defaults when he or she either requests to schedule a hearing on the day of the hearing and it is not granted under § 1.9(A)(1) of this Part or fails to appear at the hearing.

1. If the consumer defaults, it shall be considered a withdrawal of the request for arbitration and the hearing shall be cancelled.
 2. If the consumer by the end of the next business day following the hearing demonstrates to the Motor Vehicle Arbitration Board good cause for defaulting, the consumer will be allowed to reschedule, pursuant to § 1.9 of this Part.
- B. If a manufacturer or its designee requests to reschedule a hearing and it is not granted under § 1.9(A)(1) of this Part or fails to appear at the hearing, the panel shall hold a hearing.
1. The panel shall make a decision based upon the evidence presented by the consumer and any documentation submitted by the manufacturer to the panel prior to the hearing.
 2. If the manufacturer by the end of the next business day following the hearing demonstrates to the Motor Vehicle Arbitration Board good cause for defaulting, the manufacturer will be allowed to reschedule, pursuant to § 1.9 of this Part and the panel shall disregard any evidence presented by the consumer at the hearing.
- C. If both parties default, the disposition of the case shall be handled as if only the consumer defaulted, pursuant to §§ 1.10(A)(1) and (2) of this Part.

1.11 Withdrawals of Petition for Arbitration

- A. A consumer may withdraw his or her request for arbitration at anytime prior to the day of the hearing and shall constitute a full and complete withdrawal from the dispute resolution process.
1. Voluntary withdrawals shall be preserved for six (6) months after the consumer's first voluntary withdrawal and the requirement, pursuant to § 1.5 of this Part, shall be extended by six (6) months.

1.12 Representation by Counsel or Other Third Party

- A. Any party to an oral arbitration hearing may be represented by counsel. If either party opts to be so represented, said party shall notify the Motor Vehicle Arbitration Board of the name and address of the attorney, no later than seven (7) days prior to the scheduled date of the arbitration hearing. The Motor Vehicle Arbitration Board shall immediately forward such information to the opposing party.

- B. Either party may be accompanied by any chosen third party, other than legal counsel, without prior notice. Such third party may also act as interpreter if a language barrier or handicap exists.
- C. A third party, other than legal counsel, may present either party's case before the panel, provided the Motor Vehicle Arbitration Board is informed of this intention and of the name and address of said third party, no later than three (3) days before the hearing.

1.13 Conduct of Oral Arbitration Hearings

- A. Each party at an oral arbitration hearing shall have the right to present evidence, cross-examine witnesses, enter objections, and assert all other rights essential to a fair hearing.
- B. The chairperson of the arbitration panel shall preside at the arbitration hearing and shall require all witnesses to testify under oath or affirm that their statements are true to the best of their knowledge.
- C. The hearing shall be opened by the recording of the place, time and date, and identities of the arbitrators and parties and counsel, if any.
 - 1. The panel chairperson shall read into the record the written oath signed by each of the panel members, attesting to or her impartiality in hearing the case.
- D. The consumer shall then present his or her testimony and witnesses, who shall submit to questions by the opposing party and/or arbitrators.
- E. The manufacturer shall then present its testimony and witnesses, who shall submit to questions by the opposing party and/or arbitrators.
- F. If good cause is shown, the panel may, at their discretion, vary these procedures. Any such variance shall afford full and equal opportunity to all for the presentation of any material or relevant proofs and for the assurance of all essential rights to a fair hearing.
- G. The comments and advice of the panel's technical expert shall be offered at any stage of the hearing, at the discretion of the arbitration panel or at the request of either party.
- H. Exhibits offered by either party may be received in evidence. The names and addresses of all witnesses and exhibits in the order received shall be made a part of the record. The parties may offer such evidence as they desire and shall produce whatever additional evidence the arbitration panel may deem necessary

to an understanding and determination of the dispute. The arbitration panel shall evaluate the relevancy and materiality of the evidence offered by both parties. Conformity to legal rules of evidence shall not be necessary.

- I. The panel may receive and consider evidence of witnesses not present at the hearing by affidavit, and give it such weight as the arbitrators deem appropriate, after considering any objections made to its submission.
- J. All documents requested by either party or the panel, if deemed relevant by the panel, shall be submitted to the Motor Vehicle Arbitration Board by a specified date and transmitted to the panel in timely fashion and in no case later than seven (7) days prior to the date set for a decision. All parties shall be given an opportunity to examine or request copies of such documents.
- K. The panel may schedule vehicle inspections, if deemed necessary.
- L. After a warning, the panel may suspend any hearing, which becomes unmanageable due to the behavior of either party.
 - 1. Such suspended hearing shall be considered a withdrawal, with prejudice, if caused primarily by the consumer.
 - 2. Such suspended hearing shall be considered a default, without good cause, if caused primarily by the manufacturer.
- M. The hearing generally shall be completed within one session unless the panel, for good cause, and time permitting, schedule an additional hearing(s). After the arbitrators are satisfied that the presentation are complete, the chairperson of the panel shall declare the hearings closed.
- N. The hearings may be reopened by the panel at will, or upon motion of either party for good cause shown at any time before the decision or award is made.
- O. The panel shall, after any necessary consultations among themselves or with the technical expert, render a decision not later than twenty (20) days from the date of the closing of the hearing.
- P. Oral arbitration hearings shall be recorded. The Director shall determine method of recordation.
- Q. At the close of the arbitration hearing, either party may file a request for a written transcript of the proceedings. The party making the request shall be responsible for transcription costs. Any party requesting a copy of the transcript shall be charged for the cost of reproduction. If no request is filed, the Director may order that a written transcript be prepared.

1.14 Conduct of Documentary Arbitration Hearings

- A. If the consumer elects a documentary arbitration procedure, the Motor Vehicle Arbitration Board shall gather and disseminate all documentary information and evidence in accordance with the following procedures:
 - 1. The Motor Vehicle Arbitration Board shall notify the consumer by first class mail that he or she must submit a sworn or affirmed statement as to the facts of the dispute and any evidence that he or she wishes the panel to consider. The consumer shall forward said documentation to the Motor Vehicle Arbitration Board within fourteen (14) days from the date of his or her receipt of notice;
 - 2. The Motor Vehicle Arbitration Board shall notify the manufacturer of the dispute, pursuant to § 1.8(B) of this Part. The manufacturers shall submit a sworn or affirmed statement as to the facts of the dispute, any evidence the manufacturer wishes the panel to consider and comply with § 1.7 of this Part.
 - 3. Upon receipt of both the consumer's and manufacturer's sworn or affirmed statements and documentary evidence, the Motor Vehicle Arbitration Board shall, by first class mail, forward copies of the consumers' submissions to the manufacturer and forward copies of the manufacturer's submission to the consumer.
- B. Each party shall thereupon have the opportunity to respond to the opposing party's submissions. Each response shall be submitted in writing to the Motor Vehicle Arbitration Board within ten (10) days from the date of the responding party's receipt of said documents.
- C. The Motor Vehicle Arbitration Board shall forward copies of all submitted documents and responses thereto to the arbitrators and to the technical expert assigned to consult with and advise said arbitrators, at least five days prior to the scheduled hearing date.
- D. At the documentary hearing, the panel shall:
 - 1. Review all documents and statements;
 - 2. Consult with the appointed technical expert, as necessary;
 - 3. Seek further information and documents of either or both parties through the Motor Vehicle Arbitration Board; and request that, upon receipt, the Motor Vehicle Arbitration Board forward copies of said information to the opposing party, panel and technical expert assigned to the case;

- 4. Schedule vehicle inspections, if deemed necessary.
- E. All evidence and statements received by the panel shall be considered part of the record.

1.15 Pre-decision Settlement of Dispute

One or both of the parties shall notify the Motor Vehicle Arbitration Board if the dispute is settled at any time after the filing date and before the decision is rendered. The Motor Vehicle Arbitration board shall thereupon verify the terms of the settlement and the date for performance to which the parties have agreed, if applicable. Said settlement shall be set forth as an award. The consumer shall notify the Motor Vehicle Arbitration Board if compliance has not occurred by said date, and the arbitration process shall recommence at the point at which it had been interrupted by the notification to the Motor Vehicle Arbitration Board of the pre-decision settlement.

1.16 Basis of Decision

- A. The panel shall grant to the consumer the relief specified in R.I. Gen. Laws § 31-5.2-3 and any other relief available under applicable warranties of the Magnuson-Moss Warranty Federal Trade Commission Improvement Act, 88 Stat. 2183 (1975), 15 U.S.C. § 2301 et seq. as in effect on October 1, 1982, and any other applicable state or federal statute.
- B. The panel shall dismiss the dispute if it finds, after considering all of the evidence presented, that the consumer is not entitled to relief hereunder.

1.17 Notice of Arbitration Decision

- A. The panel's decision shall be rendered within ten (10) days following the close of the arbitration hearing. The decision shall be rendered by the agreement of the majority of the Motor Vehicle Arbitration Board.
- B. The decision shall be written by the Director and shall be signed by the agreeing majority of arbitrators. In the event that the Director dissents from the majority decision, he or she shall designate one of the agreeing arbitrators to write the decision in his or her seat. Said decision shall be filed with the Motor Vehicle Arbitration Board. The Motor Vehicle Arbitration Board shall thereupon forward copies of said decision to the consumer, the manufacturer and arbitrators by first class mail. a. Forwarded copies shall not disclose how each individual panel member voted.

- C. The consumer and manufacturer shall each receive official written notice of the panel's decision by first class mail.
- D. The effective date of the decision shall be the date the written decision is signed by the Director or his or her designated representative.
- E. The arbitration decision shall contain the following:
 - 1. The panel's finding of fact and the reason for its decision;
 - 2. The specific terms of the award, if applicable;
 - 3. The date for performance, if applicable;
 - 4. A statement to the consumer that the decision to accept or reject must be made within five (5) days;
 - 5. A notice to the manufacturer that the manufacturer must within thirty (30) days after acceptance by the consumer comply with the terms of the decision of the panel; and
 - 6. Notice of other legal remedies available to both parties under applicable state or federal law.
- F. Included with the copy of the arbitration decision sent to the consumer shall be a form to be completed by said consumer, indicating his or her acceptance or rejection of the decision. The consumer shall return said form to the Motor Vehicle Arbitration Board within five (5) days from the date of the consumer's receipt of said notice, certified mail, return receipt requested.
 - 1. If the consumer does not return his or her acceptance or rejection of the decision within the five (5) day period, the panel's decision will be vacated.

1.18 Compliance with Panel's Decision

- A. The manufacturer shall advise the Motor Vehicle Arbitration Board as to its compliance with the panel's decision, no later than ten (10) days following the date stated for completion of all awarded remedies.
 - 1. The Motor Vehicle Arbitration Board shall contact the consumer, by any means, within ten (10) days after the date for performance, to determine whether performance has occurred.
- B. If the manufacturer unreasonably fails to comply with the decision within the specified time period, the manufacturer shall be liable for penalties in the amount of one thousand dollars (\$1,000) for each calendar day the manufacturer

unreasonably fails to comply, commencing on the day after the specific date for completion of all awarded remedies. All proceeds from any and all penalties imposed herein shall be paid to the State of Rhode Island Department of Attorney General for the implementation, education, and enforcement of the Rhode Island Lemon Law.

1. The Director shall solely determine if the manufacturer unreasonably fails to comply with the panel's decision.

1.19 Notice to Consumers

- A. Every new motor vehicle dealer shall as a condition of licensure by the State of Rhode Island prominently post in its place of business a notice of the Motor Vehicle Arbitration Board's motor vehicle dispute settlement program.

1. The sign shall read as follows:

MOTOR VEHICLE ARBITRATION BOARD:

IF THE SAME SUBSTANTIAL DEFECT PERSISTS WITH YOUR NEW MOTOR VEHICLE AFTER 4 ATTEMPTS TO RESOLVE IT OR IF YOU ARE WITHOUT THE USE OF YOUR CAR FOR A TOTAL OF 30 DAYS OR MORE BY REASON OF REPAIR, DURING THE TERM OF PROTECTION, YOU MAY BE ELIGIBLE FOR RECOURSE UNDER RHODE ISLAND LAW (SECTION 31-5.2-5).

FOR MORE INFORMATION, CONTACT:

MOTOR VEHICLE ARBITRATION BOARD

RHODE ISLAND DEPARTMENT OF ATTORNEY GENERAL

150 SOUTH MAIN STREET PROVIDENCE, RI 02903

PHONE: (401) 274-4400

FAX: (401) 222-1302

- - B. Beginning no later than ninety (90) days after the effective date of these regulations, all new motor vehicles and those lease vehicles still within the terms of protection which are sold or offered for sale by a licensed dealer in the State of Rhode Island shall include with the ownership manual material's a yellow information sheet in the following form, in not smaller than 10-point, boldfaced type:

"LEMON LAW" INFORMATION

IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER RHODE ISLAND LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS. FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES, CONTACT THE RHODE ISLAND MOTOR VEHICLE ARBITRATION BOARD AT (401) 274-4400.

- C. If a motor vehicle is returned to the manufacturer under the provisions of this act or a similar statute of another state or as the result of a legal action or an informal dispute settlement procedure, it shall not be resold or re-leased in the State of Rhode Island unless:
1. The manufacturer provides to the dealer or lessor and the dealer or lessor provides to the consumer the following written statement on a separate yellow piece of paper in 10-point boldfaced type:

"IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S WARRANTY AND THE CONFORMITY WAS NOT CORRECTED WITHIN A REASONABLE TIME AS PROVIDED BY LAW."
- D. Nothing in this section shall be construed as imposing an obligation on a dealer or lessor to determine whether a manufacturer is in compliance with the terms of this section, nor shall it be construed as imposing liability on a dealer or lessor for the failure of a manufacturer to comply with the terms of this section.
- E. Each time a consumer's motor vehicle is returned from being examined or repaired during the term of protection, the manufacturer, through its dealer, shall provide to the consumer an itemized, legible statement of repair which indicates any diagnosis made and all work performed on the vehicle; the statement of repair should provide information including, but not limited to:
1. A general description of the problem reported by the consumer or an identification of the defect or condition;
 2. The amount charged for parts and the amount charged for labor, paid by the consumer;
 3. The date and odometer reading when the vehicle was submitted for repair.
- F. Failure to comply with §§ 1.19(C) and (E) of this Part shall constitute a deceptive trade practice, pursuant to R.I. Gen. Laws Chapter 6-13.1

1.20 Record Keeping

- A. The Motor Vehicle Arbitration Board shall maintain records of each dispute, which shall include:
 - 1. The name, address, and telephone number of the consumer;
 - 2. The name, address, telephone number, and contact person of the manufacturer;
 - 3. Brand name and model of the vehicle;
 - 4. The filing date of the dispute, the date of which the arbitration decision was rendered, and the date of the official notification to all parties of the decision;
 - 5. All correspondence or other written documents submitted by both parties;
 - 6. All other evidence collected by the Motor Vehicle Arbitration Board relating to the dispute;
 - 7. A transcript or tape recording of all oral arbitration hearings;
 - 8. The decision of the panel, including information as to the time, date, and place of the arbitration hearing, and the identities of the voting arbitrators;
 - 9. A copy of the official written notice to the parties of the decision.
 - 10. A record of the follow-up contact to the consumer and the response thereto;
 - 11. Copies of any and all other documents, notated telephone conversations, or other communications relevant to the dispute.
- B. The Motor Vehicle Arbitration Board shall maintain as public record an index of each manufacturer's disputes grouped under brand name and sub grouped under model.
- C. The Motor Vehicle Arbitration board shall maintain as public record an index for each manufacturer which shall indicate:
 - 1. All disputes in which the arbitration decision was in favor of the manufacturer;
 - 2. All disputes in which the manufacturer has complied with the arbitration decision by the date set for performance, if applicable.

3. All disputes in which the manufacturer did not comply with the arbitration decision, if applicable;
 4. All disputes resolved by pre-decision settlement, time for compliance has occurred and manufacturer has complied;
 5. All disputes resolved by pre-decision settlement, time for compliance has occurred and the manufacturer has not complied;
 6. All disputes in which referral were made to the Department of the Attorney General and/or the Department of Motor Vehicles due to the manufacturer's noncompliance with an arbitration decision.
- D. The Motor Vehicle Arbitration Board shall maintain an index of all disputes delayed beyond ninety (90) days, noting specific causes for any such delay and any and all fines levied against any manufacturer.
- E. The Director shall compile as public record and maintain statistics which show the number and percentage of disputes in each of the following categories and it shall be published in the Attorney General Annual Report:
1. Telephone and written complaints received from consumers;
 2. Complaints referred to arbitration;
 3. Complaints adjudged to be ineligible for arbitration by failing to meet the criteria established by law;
 4. Cases decided by the panel and the manufacturer has complied;
 5. Cases decided by the panel in which time for compliance has occurred and manufacturer has not complied;
 6. Cases decided by the panel in which time for compliance has not occurred;
 7. Cases adversely decided for the consumer;
 8. Cases decided by the panel in which partial recovery was awarded to the consumer;
 9. Cases in which a full refund was awarded to the consumer;
 10. Cases in which a replacement vehicle satisfactory to the consumer was awarded;

11. Cases resolved by pre-decision settlement, time for compliance has occurred and manufacturer has complied;
12. Cases resolved by pre-decision settlement, time for compliance has occurred and manufacturer has not complied;
13. Cases resolved by pre-decision settlement and time for compliance has not occurred;
14. Cases in which the decision is pending;
15. Cases in which the consumer accepted the decision;
16. Cases in which the consumer rejected the decision; and
17. Cases in which requests were made for copies of record for submission to court.