



National Mobility Equipment Dealers Association

Consumer/Dealer to Manufacturer Mediation Complaint Form



Instructions:

This form can be used by a Consumer or a Dealer to file a complaint against a NMEDA Manufacturer Member. All information will be reviewed by the Mediation Committee in accordance with the Mediation Process document OPS-008 (available on request). Complete all sections that apply. Respond to all questions. Use additional pages or attachments if necessary and note the reference section on the attachment. Please read disclaimer statement on last page before submitting.

Complainant Information: *(this is the consumer or the dealer's information)*

Date: _____
Name: _____
Address: _____
City, State/Province, Zip/Postal Code: _____
Phone No. _____ Fax No. _____
Email: _____
(if Dealer) Contact Name: _____

Manufacturer Information:

Manufacturer Name: _____
Address: _____
City, State/Province, Zip/Postal Code: _____
Phone No. _____
Contact Name: _____
Contact Email: _____

Description of Product(s) and/or Service(s) supplied by the Manufacturer:



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Questions and Complaint Details:

1. Your cost for product/service: _____
2. Date of purchase: _____
3. Date of installation: _____
4. Name of installing technician(s):

5. Have technician(s) installed this product, from this manufacturer before?

☐ Yes or ☐ No (**check box**). How many times? _____

6. What is the nature of the problem? **Be Specific**

7. Have you requested trouble-shooting assistance from the Manufacturer?

☐ Yes or ☐ No (**check box**). How many times? _____

List specific results of trouble-shooting attempts:

8. Were installation instructions/wiring diagrams/trouble-shooting methods included with the product? ☐ Yes or ☐ No (**check box**)

9. Has the Manufacturer exhausted all remedies for your situation?

☐ Yes or ☐ No (**check box**)

10. Is the Product or service now functional and are you now looking for compensation for the part(s) and labor? ☐ Yes or ☐ No (**check box**)

11. How many hours of shop time have been invested in attempted repair? _____



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12. In your opinion, has the Manufacturer/Distributor been operating in good faith while working with you to resolve the problem?

☐ Yes or ☐ No (**check box**). If NOT, please describe

13. Are you willing to abide by the recommendations of decisions made by the Mediation Committee and/or NMEDA Executive Board to resolve your situation?

☐ Yes or ☐ No (**check box**)

14. Any additional comments or information that may be of assistance to the Committee in arbitrating your situation (please describe):

Note:

If you have a complaint that does not fit into the questions shown above, please describe your situation in the box in Section 6. Please include all relevant names, addresses, phone numbers, dates, times, and product/service descriptions that the Committee may need to arbitrate your situation.



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Please provide any documentation that you may have to support your allegations (e.g. digital photographs). You may fax this complaint form and any additional documentation to the Membership Coordinator at NMEDA Headquarters (813) 962-8970, email info@nmeda.org or mail the information to NMEDA Headquarters, Attn: Membership Coordinator, 3327 W. Bearss Ave. - Tampa, Florida, 33618.

Disclaimer:

By completing this form, and as consideration for NMEDA, and its Mediation Committee considering the information/complaint contained herein (and in any response), both Complainant and Manufacturer agree to indemnify and hold harmless NMEDA, together with its respective employees, agents, directors, officers, and Mediation Committee members (together referred to as "NMEDA") from and against all liabilities, injuries, claims, damages and expenses, including but not limited to reasonable attorney's fees and costs, arising out of or related to the mediation process, including, the requesting and collection of information, the consideration thereof, and any outcome or decision (whether viewed as favorable, neutral or adverse to the party). Parties to a mediation by NMEDA shall be deemed to have consented that neither NMEDA, nor any third-party mediator, shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any mediation conducted by NMEDA. No supplement, modification, or amendment to this provision shall be binding unless executed in writing and signed by Complainant, Manufacturer, and NMEDA.

***** FOR NMEDA OFFICE USE ONLY *****

Date Received:		Method of Delivery:	
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