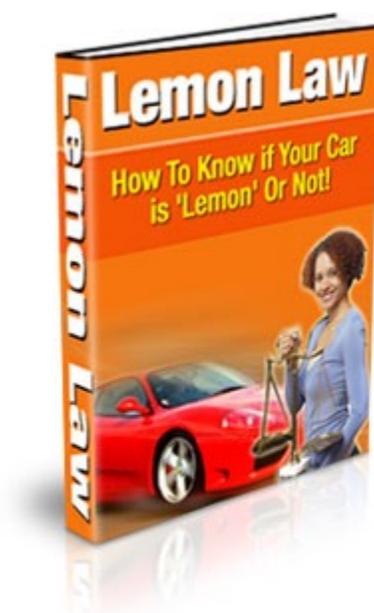


How to Know if Your Car is a Lemon or Not!



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Chapter 1 – Introduction

A vehicle is the lifeline of many people because it provides the transportation you need to get to and from work. Millions of people have come across a situation where they spend thousands of dollars on a vehicle to find it is defective and doesn't work. This can be very frustrating and costly. In addition, it may cost people their jobs if they don't have transportation to get to work.

When you buy a vehicle that doesn't work there are things you can do about it. It is important to understand the laws behind someone selling you a car that doesn't run. You do have rights. The purpose of this guide will take you through the meanings of what constitutes a 'lemon' and what you can do about it.

There are certain things you can look for in a vehicle before you make a purchase. It is good practice to do enough research on your end before you purchase a vehicle. You will learn about the ways you can research a vehicle before you purchase it and how to tell if it is a lemon.

You are protected in every state in the United States if you buy a lemon. However, every state looks at the definition of a lemon differently. The differences include the amount of repairs the car has had to go through, the condition, the value, safety, and if the car is running.

It is common for people to think they have a lemon when the laws do not see the vehicle as qualifying as a lemon. Understanding the laws and what qualifies your vehicle as a lemon will help you know what it is you can do to remedy the situation.

If you do buy a lemon you don't have to settle with it. However, it is important to know if your car is considered to be a lemon. You can take steps to move forward with a legal process to remedy the situation if you have purchased a lemon.

Chapter 2 – What is a Lemon?

The definition of a lemon can be complex and differs depending on the state you live in. There is a basic point of view of how a car is viewed as a lemon to most people. This is an automobile that continues to have one or more defects which impair the use of the vehicle to be used, the value, or the safety of the vehicle. The amount of times the vehicle needs to be repaired is also considered before your vehicle is considered to be a lemon.

If you purchase a vehicle and you are unable to use it, the vehicle may be considered a lemon. The decision on if the vehicle is considered to be a lemon based on the functionality of the lemon is the defect causing it to impair the use.

The laws in every state will consider the defect causing the vehicle to not be drivable. They will also consider the repairs that have to be done to the vehicle to get the car in a position where it can be driven. If the same defect has been repaired repeatedly and still cannot be fixed, the car is considered to be a lemon. The amount of times the vehicle has had to be repaired differs by state. The defect is also considered. For instance, the defect must be something causing the car to be broke down and unable to drive.

Another consideration of if a vehicle is a lemon is the value of the vehicle. You might have gotten a bank loan on a vehicle for thousands of dollars but find out it is only worth a couple of hundred dollars. If you were ripped off on the value of the vehicle then it may be considered to be a lemon. This is a big factor and it happens all of the time. It is important to do your own research on a vehicle also and understand the value of a vehicle too. You should never purchase a car without researching similar vehicles in the area and in the Kelley Blue Book. The Kelley Blue Book will be discussed later.

If the safety of the passengers is at risk because of a vehicle then you may have a lemon on your hands. This can be many numbers of things. For instance, if the wiring on the vehicle is damaged and is a fire hazard the car could be dangerous to drive. It could start a car fire or cause other problems toward the safety of the passengers.

Another thing that could cause the vehicle to be a lemon could be a cracked axle. If you buy a vehicle that seems to run excellent because the dealer has run a cheap fix on the vehicle that will last just until the car sells it can be considered a lemon. If the new owner of the vehicle is driving down the highway at a high speed and the axle finally breaks, this could be extremely dangerous and deadly. Any vehicle sold to a person and the safety of the driver and the passengers is compromised is considered to be a lemon.

If a vehicle has a defect and it is not causing the car to be driven it may not constitute as a lemon. The defect may make the car smoke or make funny noises but it doesn't mean the car is a lemon. Many used cars have defects on them and it doesn't mean that the law will side with you that your car is a lemon. You might buy a used car that has 15 different defects but it may still not be considered to be a faulty car. All of the defects will be considered if they prevent you from driving the car. If the defects don't prevent the car from being driven safely then they don't count.

The safety of the passengers must be at risk if you are able to drive it. In addition, the value of the vehicle must be significantly lower than what the car was actually sold to you for.

Examples of physical factors that could cause a car to be a lemon include if the passenger side door opens for no reason while the car is being operated, the brakes are not fully functional, and the you cannot put the car in reverse. If you have trouble getting the car to even 30 mph when the speed limit is 45 mph, it could be considered a lemon.

Chapter 3 – Things to Look for

There are certain things you can look for when you purchase a vehicle to protect yourself. The most important things you should have documented include any representations by the dealer, history or repair, concerns, and invoices.

When you purchase a vehicle and the dealer is making representations about the vehicle you should be sure to have everything documented. Anything the dealer says about the car you need to get in writing. You should not be afraid to ask for these things in writing either. If the dealer refuses to back anything they say up on a legal document then you should not buy a car from this dealer. It is never too late to back out of a car sale unless you have signed the papers. Don't sign anything until all representations have been documented and signed.

History or repairs on the vehicle are impossible if the vehicle is new. However, if you buy a new vehicle you have a warranty. A warranty will protect you with a lemon and that will be discussed further in this e-book.

A used vehicle can be difficult to have documentation on all of the repairs of the vehicle. The car may have had multiple owners and they might not have kept track of all of the things that have had to be done to the car. However, a dealer can tell the parts of the vehicle that are not original. This will allow the dealer to point out to you which parts have been replaced and which parts are not original. Repair orders should be given to you as a customer and you should try to get everything you can about the car.

When you buy a used car from a dealer you also must express all of your concerns verbally to the dealer. Don't tell your spouse or your friend who came to the car lot with you. Talk to the dealer about any concerns you have. If the dealer assures you that your concerns are not anything to worry about with the car ask to have it in writing. If you can document all of your concerns with the vehicle and ask to have it signed by the dealer or guaranteed if they should happen this is a good way to protect yourself.

Another thing you should pay attention to when you buy a vehicle that is used from a dealer is if the vehicle has a history of problems. This is the model of the vehicle. It is common for a manufacturer to put a vehicle on the market and have more than half of the models have major defects. The manufacturer may have a recall on the model of a vehicle. It is also common for a manufacturer just to put a vehicle out on the market that is known to have serious problems. These vehicles may have the same things go wrong with them over and over and it is just common. Most vehicle models have the same common defects or issues that need to be resolved. The problem occurs when the defects on the model of

the vehicle are serious and cause the car to be considered to be a lemon or are not worth purchasing the vehicle.

When you are purchasing a used vehicle it is important to make sure you are getting a good deal. You should consider the year of the car, the make and model, mileage, and the price. It is a good idea to check your local newspaper, car trader magazines, and online car sales sites where you can compare similar vehicles. If the price and miles are comparable to the price of the vehicle you are looking at then you can be sure you are getting a good deal as far as the price.

When you purchase a vehicle from a dealer you need to express all of your concerns verbally to the dealer. You need to be sure to have everything documented from the dealer and your concerns about the car. Be sure to have the concerns and representations signed off by the dealer and guaranteed. If a problem should arise and you have it in writing and signed off by the dealer this will help you hold the dealer accountable.

Chapter 4 – Vehicle History Reports

There are many considerations you should think about when you buy a used car. A vehicle history report on the vehicle is extremely important because you need to know how the car was used in the past and much more. Many things can make a car a lemon and you need to know if you are getting a good deal. Some of the things that could make your car a lemon based on the history of the car include if it was in an accident, stolen, publicly used, weather damage, owners, and more.

When you buy a used car you shouldn't rush into the process. A dealer will try to get you to give them the cash, sign the papers, and drive away. The most important thing you can do is run a vehicle history report on the vehicle and be sure it is not known to have any problems. If the car was in any insurance claims for accidents it will pull up here. Carfax is the best way to run a report. All you have to do is enter in the vehicle identification number or the VIN and you can run a search. A VIN number is a unique ID that every car is given in a database. No car has the same number.

A vehicle history report is going to give you any accident history of the vehicle. You might be looking at a nice looking vehicle that has a salvaged title. A salvaged title means that it was in an accident bad enough where the insurance company considered the vehicle to be totaled. Anyone can fix the exterior of a vehicle to look absolutely fabulous but you don't want to drive away and have major problems. You should know if the vehicle was in a major accident.

In addition to a major accident, it is also important for you to know if the airbags have ever deployed on the car. A driver may have been driving the car and slammed on the brakes really hard and caused the airbags to deploy. They might have bumped into the back of a car lightly and caused them to deploy. The airbags may no longer be functional in the car and you might have to pay for this. You should know if your airbags need to be fixed because you need the safety the airbags provide. In addition, your insurance will like the fact you have functioning airbags.

One of the things people don't think about is if the vehicle has ever been stolen. This information should be disclosed to you by the dealer and it is common that it won't be. A Carfax report will tell you if the vehicle you want to buy was ever called in as stolen and recovered later. It is common for stolen vehicles to go through some serious wear and tear when the thief is in possession of the vehicle.

Flooding is another factor people don't think about. If you are buying a vehicle in an area of the United States where there was severe flooding you might want to

verify if the vehicle experienced a flood. Many people who lose their cars to 10 feet of water in a flood will fix the inside of the vehicle up with new interior or seat covers and carpeting and then sell it. You don't want to find out that your car is destroyed because it went through a flood. A Carfax report will also let you know if the vehicle ever had severe hail damage, went through a fire, or any other natural disaster weather related issue.

A vehicle history report is also important because you want to know about previous owners. You want to know how many people have driven the car before you. The more previous owners who have driven the car might raise a flag. You might want to know why no one hangs onto the car and keeps selling it.

Another thing to consider with the history of a vehicle is if the car was a rental. Some people think rental cars are a great buy but they are not. This is because a rental car goes through hundreds of different drivers and most people don't care about a rental car. If someone gets the insurance offered by a rental agency they can do whatever they want to the car and they will not be charged. People don't take care of a rental as if it was their own. You have a better chance of a rental car being a lemon than most other vehicles.

The other important factor about a used vehicle you want to consider in the vehicle history is if it was ever used for public service. The car may have been a driver's education vehicle used by thousands of teenagers everyday. This could mean for a lot of wear and tear. If the police department used to use the vehicle as a cruiser then it could have been in chases or anything else. Police officers don't take care of their vehicles because the cars aren't theirs and they go from low to high speeds quickly. They also take their vehicles off of the main roads onto areas a car should not drive all of the time. A police cruiser or a vehicle used for public service use is a very bad idea if you are trying to avoid purchasing a lemon.

The final and most important thing you need to find out is if the vehicle has ever had any tampering with the odometer. You do not want to buy a vehicle where the odometer has been tampered with. A report will tell you how many miles it has on it through the lifetime and transfer of owners. If your odometer says you have way less miles you will know it was tampered with. More miles on a vehicle drop the value significantly.

Chapter 5 – What is Covered by the Law

There are many laws that protect you as a consumer from buying a lemon. Even if your car is not considered to be a lemon you may be the victim of automobile fraud.

It is a common problem for consumers today when products are purchased. If you think you got an excellent deal you might find out later that what the seller promised to you was not what you expected at all. You might have agreed and signed on the dotted line under false pretenses. You might have even been coerced by the seller to buy the vehicle under different expectations.

The good thing to know is that if you were coerced to sign a legal document under false expectations and pretenses you may not be obligated to abide by the contract. It is important to know that you cannot just stop abiding by the contract. You do have to follow a legal process but the law is on your side.

All states have principles that are considered to be common law. These principles prevent businesses from being unscrupulous and capitalizing on making deals considered to be the product of fraud. This common law means that the seller must have known that the representation of the vehicle was false. You must have relied on that information given to you by the seller when you purchased the vehicle.

Fraud is measured by most states by rescission, which is the ability you had to avoid the deal. It is common that the buyer is entitled to a compensation of cash awarded to you when an automobile fraud deal has occurred. In addition, any monetary damages you might have suffered will be awarded to you also. This includes payments you might have made repeatedly to get the vehicle repaired and up and running. The consumers who are the most successful are the ones who can recover the court and attorney fees also.

Chapter 6 – Federal Lemon Law

The Federal Lemon Law is also known as the Magnuson-Moss Warranty Act. This law is designed to provide compensation to consumers who purchase defective automobiles, trucks, motorcycles, RV's, boats and other recreational vehicles, computers, consumer appliances, and other products. In order for a consumer to qualify under the federal lemon law you must have a product that has undergone multiple repair attempts under the factory warranty and still be defective. A compensation under this law may be a replacement of the item, a refund, or a cash compensation.

There are certain rules that govern the contents of a warranty are thoroughly defined under the federal lemon law in many ways. The following terms and conditions should be laid out in a warranty to protect the consumer.

- Names and addresses of all warrantors.
- Names of the person or persons the warranty is extended to
- The specific parts or products covered
- Details clearly defined what the warrantor will do in the event of a defect or a malfunction at whose expense and the period of time the warranty is in effect for.
- The expenses and the actions the consumer will be responsible for
- All of the steps the consumer must take to initiate the performance of the obligation of the warranty.
- Informal dispute procedures in case there is a dispute which should be able to resolve the issue to prevent legal remedies in the court systems
- All of the legal remedies available to the consumer should be defined
- The point in time the warrantor must perform the obligations of the warranty

A warranty should also be written clearly for a consumer to understand and not use terms that are misleading and difficult to comprehend. These rules are defined by the Commission and can be extended further as the Commission deems necessary. Products more than \$5 can be considered under obligation of such a warranty.

The designation of a warranty also must be defined according to the Federal Lemon law. This includes the duration of a warranty. The statement of the duration of the warranty should be included. If the warranty meets the minimum standards set forth by the Federal law it shall be designated as a full warranty. If

it does not meet the minimum standards according to the Federal law then it will be deemed as a limited warranty.

If the problem of a product is not caused by actual defects of a consumer product but caused by the consumer themselves then the warrantor will be released from obligation to uphold the warranty. If the consumer did not cause the problem and the product is truly defective the warrantor will have the duty to uphold the warranty. This might require a replacement or a refund. Refunds may also include any fees a consumer may have spent in attempts to repair a product.

The warrantor is not obligated to refund fees or expenses incurred on the consumers behalf if the warranty states this. If the remedy is pointed out to the seller in a reasonable amount of time or immediately upon purchasing the item, the seller may be responsible for any expenses incurred to fix the item. In addition, a warrantor may not charge the buyer fees for upholding the warranty. The Federal Lemon law requires the seller to uphold a full warranty at no charge to the buyer.

If a service contract is in place the seller must fully disclose what will be repaired and the entire process the consumer will need to follow. A complete disclosure of the terms of a contract for service should be stated in a written warranty. There should be nothing disclosed to the consumer stating that they cannot enter into a service contract. No designation can be stated that will release the warrantor of their direct responsibility to the consumer to repair a defective product.

A warranty may be limited to the duration of time a service contract or any other type of warranty will hold the seller responsible for. This time must be fully disclosed to the consumer and prominently displayed on the face of the warranty. There must not be any mistake or way that the time period of the warranty can be mistaken.

The federal law protects consumers who purchase things with a warranty. The way the warranty is written must be specific and following the laws set forth by the federal government to protect the consumer.

Chapter 7 – Uniform Commercial Code

The Uniform Commercial Code is another law designed to protect the consumers. This law is enacted in all 50 states and is the primary source of the law concerning contracts of the sale of consumer products. This law is referred to as the TARR, which stands for tender, acceptance, rejection, and revocation. It refers to the many different aspects of the relationship of the consumer with the goods being purchased.

Under the Uniform Commercial Code, the tender provision states that the buyer has the right to reject goods that fail in any of the respect where they should be conforming to provisions of a contract. The problem that occurs too often is that new car buyers don't often have a clear understanding of the inner workings of a car. New or used cars are often too technically complex for the buyer to understand what their rights are. The buyer has a difficult time understanding if the car conforms to the provisions of the contract or if it does not. The tender provision is found in section 2-601 of the Uniform Commercial Code.

The acceptance provision of the Uniform Commercial code is designed to protect a consumer who makes a purchase believing the seller will fix any defects of the product. This portion of the code is usually considered when a consumer is misled or coerced into purchasing a product. The buyer will accept a product and be verbally promised things. A verbal agreement can be withheld in court.

The rejection clause of the Uniform Commercial code is setup for the buyer to have the right to reject the product. A new car buyer may sign the papers and purchase a new or used vehicle and a few miles down the road experience problems. Immediately after purchase if there is a defect or something to cause the car to be malfunctioned the buyer may return the vehicle and reject the sale.

The time period for the rejection clause is not clearly defined in this code. However, a buyer may have a vehicle inspected and if any defects are discovered of the vehicle, he or she may reject the vehicle. It is important to remember that the buyer must be given a reasonable amount of time to inspect the vehicle and look for any defects of the vehicle. If reasonable amount of time is given to the buyer it is considered an acceptance of the vehicle. Because the reasonable amount of time is not clearly defined by the law the courts will make the decision on what amount of time is fair for the buyer.

This will be based on the experience and the knowledge of motor vehicles the buyer has. The difficulty of discovering the defect will also be considered in addition to the opportunity to discover the defect during the purchase of the vehicle. If the defect was covered up and impossible to discover during the

purchase of the vehicle then it will be in favor of the buyer, even if it is days later the defect of the vehicle is discovered.

Revocation is the final step of the Uniform Commercial Code. This provision covers if the buyer has had the vehicle for a considered lengthy amount of time. Most lemon car cases fall under this category as buyers don't seem to realize they have a lemon until after they believe it is too late.

The revocation clause allows a buyer to revoke their acceptance of the goods if the non-conformity impairs the value of the vehicle. If a buyer accepts a vehicle thinking that it conforms to all functionality and then finds the vehicle is non-conforming or not functioning properly they may return the vehicle and revoke their payment. This may be if the defect is difficult for the buyer to discover or if the defects were promised to be repaired by the seller.

It is common that a lemon is sold to someone where there are defects on the vehicle that make the vehicle impossible to drive. The vehicle is a lemon. When the defects are hard to find or impossible in most cases when the time frame of inspecting a vehicle is limited at a dealership. It is virtually impossible for a buyer to take apart a vehicle to do a full inspection when they are looking at a car for purchase. If the defect can only be found by a certified mechanic or not common sense to a buyer then they are considered under the revocation clause.

It is also common for buyers to find defects on a vehicle during the initial inspection at the car lot. The seller or dealer will promise to fix defects found but not withhold their end of the bargain once the buyer drives away. In this case, a buyer can revoke the purchase made if the seller does not fix promised repairs.

There are nonconformities that impair the value of the vehicle that are also covered under the revocation clause of the Uniform Commercial Code. When a nonconformity occurs that lowers the value of the vehicle a buyer can revoke the purchase of the vehicle. There are three primary nonconformities considered.

1. The Shake Faith Doctrine states that "The purchase of a car for the majority of people is a major investment, rationalized by peace of mind flowing from being able to depend on the vehicle for transportation and for the vehicle to be safe". When a nonconformity includes many defects that add up to a substantial impairment of the value of the vehicle. This shakes the faith of the consumer and the vehicle loses value in the consumers eyes and becomes an instrument to the integrity and the operation is fraught with apprehension.
2. A refusal to repair the goods under the warranty is also considered to be a nonconformity. Repairs must be attempted and

successfully undertaken in a reasonable amount of time or the consumer may elect to revoke the purchase of the vehicle.

3. Substantial nonconformity and the lemon laws across the nation define what is considered to be a substantial impairment of the value of the vehicle. These definitions are used in the Uniform Commercial Code to flesh out any problems with the purchase of a lemon.

The Uniform Commercial Code is designed to protect consumers after they make a purchase and realize they were sold a lemon. Once you drive away you do have the right to revoke the purchase of the vehicle. All states abide by this law and you are protected under it. A dealer must fix any defects you find during the sale of the vehicle. However, if you find major defects after the purchase of the vehicle you can revoke the sale. If the dealer offers to fix or repair the defects you can reject the repairs and the vehicle.

Chapter 8 – Your Rights with the Dealer or Manufacturer

If you realize you have a lemon on your hands you are not stuck. You are protected by state laws and a manufacturer's warranty that is usually found on the inside of every owner's manual. A car owner's rights are much more than what a dealer and a manufacturer want the car owner to know about.

It is common for people to think that when they buy a lemon from a dealer they are limited to their word against the dealers, especially if verbal promises were made to the buyer. Manufacturers and dealers want you to feel like your options are limited and there is nothing you can do about it other than what they tell you. This is not the case. It is important to document everything from day one. You should seek a professional certified mechanic and have them run a thorough inspection of the vehicle.

Dealers are also known to manipulate records or say they cannot find the records. The biggest concern in lemon law cases is that the repair records are not available. The customer normally never sees the paperwork of repair orders when a vehicle is taken in for repair under warranty. The mechanic always makes notes on paperwork under warranty vehicles but the customer never gets a copy of the notes made by the mechanic.

Dealers who repair vehicles also hide defective issues mechanics point out. For instance, if a mechanic at a dealership finds a defect but there is not a corrective procedure existing for the fix, they are often instructed not to fix the vehicle. The dealer doesn't tell the owner and the person drives the car around thinking it is fixed when it is really not. The problem with this practice is that it can lead to a potentially dangerous situation.

A good example where something like this would occur is when a uniform problem with a model of a vehicle exists but the manufacturer has not come up with a factory authorized repair. The dealer will be instructed by the manufacturer to write on the form 'could not duplicate' or that the vehicle is operating as it is designed to. They will then send the customer on their way and not perform any fix to the vehicle. This problem happens more often than people would think when it comes to manufacturers and dealers.

Why the Manufacturer Won't Just Replace the Car

Many people ask the question why they cannot just get the manufacturer to just replace the vehicle. This would seem like the easy fix and it only seems fair. However, this will never happen with any vehicle and it isn't that simple.

All of the manufacturers of motor vehicles have hotlines, customer service departments, and quality care divisions that are set up to respond to complaints. The warranty of a vehicle is usually stated inside of the owner's manual and the proper way to complain. Consumers are directed to call these departments if they cannot resolve their issues through the dealer. The problem is that these departments are not really designed to help a customer but to pacify them. When a consumer mentions the word 'lemon', all attempts at pacification are ceased.

It is also common for customer service departments to be instructed to tell you that they will resolve the issue with the dealer and be in contact with you. They might promise to be in contact through email or tell you to send an email to your factory representative. The manufacturer will try to sound as convincing as possible, again to pacify you.

There are select cases where a manufacturer will actually agree to replace the vehicle or give a refund. They will misquote the legal obligation and leave the buyer with fees of thousands of dollars in mileage, taxes and other fees they have no right to demand from the buyer.

Chapter 9 – Individual State Lemon Law Interpretations

All states interpret the lemon law differently. It is important to know how your state views the law based on the state, repair attempts, days out of service, and the coverage period of the warranty. The laws may be frustrating to consumers and hard to interpret. If you fall under the basics of the table listed below then you should seek advice from an attorney.

Below are the 50 different states interpretations of the lemon law.

State	Summary	Repair Attempts/ Days out of Service	Coverage Period of Warranty
Alabama	Vehicles self propelled and intended for use on public highways. Motor homes and GVW of more than 10,000 are excluded	3 attempts to repair 30 calendar days out of service	1 year with a 12,000 miles
Alaska	Vehicles with four wheels intended for personal, family, and household purposes that require registration. Tractors, farm vehicles, motorcycles, and off-road vehicles are excluded	3 attempts to repair 30 business days out of service	Vehicle should be under express warranty period, 24,000 miles or 2 years. (whichever comes first)
Arizona	Any vehicle under 10,000 GVW designed with a primary use to transport people or property on the highways. This also applies to self propelled vehicles and the chassis of a motor home	4 attempts to repair 30 calendar days out of service	Express warranty, 2 years, 24,000 miles, or whichever expires first
Arkansas	Vehicle purchased or leased for transporting people or property, including motor homes. Motorcycles, mopeds, vehicles over 10,000 lbs. and facilities of a	1 attempt to repair a defect that may be life threatening or cause serious injury or 3 attempts to repair,	Express warranty 2 years, 24,000 miles or whichever occurs first

	mobile home are excluded	30 calendar days out of service or 5 attempts to repair on separate occasions that decrease value	
California	Vehicles for personal, family, or household purposes. The chassis, chassis cab, and portion of motor home devoted to passengers. Dealer-owned and demonstration vehicles. Excluding motorcycles, portions of motor homes for habitation and off-road vehicles	2 attempts to repair any defect life threatening or that may cause injury or 4 repair attempts or 30 calendar days out of service	18,000 miles, 18 months – whichever comes first
Colorado	Private passenger vehicles used for personal or household use for carrying less than 10 passengers sold in the state of Colorado; including pickups, vans but not motor homes and motorcycles	4 attempts to repair and 30 business days out of service	Express warranty or 1 year – whichever comes first
Connecticut	Leased or sold passenger vehicles sold within the state. Excludes agricultural tractors	4 attempts to repair- 30 calendar days not functional or 2 attempts to repair serious safety hazard	18,000 miles or 2 years whichever comes first
Delaware	Passenger vehicles except living facilities inside of motor homes and motorcycles	4 attempts to repair or 30 business days out of service	Express warranty whichever comes first
District of Columbia	Any vehicle sold or registered in D.C. and designed for transporting people. This excludes buses, motorcycles, motor	4 attempts to repair or 30 days out of service	2 years and 18,000 miles – whichever comes first

	homes and recreational		
Florida	Vehicles obtained in the state and used for personal purposes. Excludes off-road, mopeds, trucks over 10,000 lbs., and living facilities of recreational, and motorcycles	3 attempts to repair – 30 calendar days out of service	24,000 miles, 18 months – whichever happens first
Georgia	Self-propelled vehicles designed to transport people or property over public highways and purchased by original buyer in the state. Excluded are dwelling parts of mobile homes, commercial, motorcycles and 10,000 lbs or more	1 repair attempt for life threatening concern of braking or steering system; 3 attempts to repair or 30 calendar days of service	12,000 miles or 1 year- whichever happens first
Hawaii	Self-propelled vehicles designed to transport people or property over public highways and purchased by original buyer in the state. Excluded are dwelling parts of mobile homes, commercial, motorcycles and 10,000 lbs or more	1 repair attempt for life threatening concern of braking or steering system; 3 attempts to repair or 30 calendar days of service	Express warranty 2 years, 24,000 miles or whichever occurs first
Idaho	Vehicles used for personal use sold in the state, excludes motorcycles, farm tractors, living trailers, or any vehicle with GVWR or that is over 12,000 lbs.	4 attempts to repair and 30 business days out of service	2 years, 24,000 miles or whichever occurs first
Illinois	Passenger vehicles under 8,000 lbs., recreational for personal, household, and family purposes, excluding travel trailers,	4 attempts to repair and 30 business days out of service	1 year, 12,000 miles or whichever comes first

	motorcycles, and camping trailers		
Indiana	Motor vehicles sold in state less than 10,000 lbs intended for use on public highways, excludes conversion vans, motor homes, road building equipment, farm tractors, truck tractors, motorcycles, mopeds, snowmobiles, and any off-road	4 attempts to repair and 30 business days out of service	18,000 miles or 1 ½ years – whichever comes first
Iowa	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	1 attempt to repair for life threatening concern of braking or steering system; 3 attempts to repair or 30 calendar days of service	2 years, 24,000 miles or whichever is first
Kansas	Vehicles less than 12,000 lbs. purchased and registered in the state	4 attempts to repair or 10 repairs on different defects – 30 calendar days not in service	Any period of warranty – 1 year – whichever happens first
Kentucky	Vehicles owned by a resident except conversion vans, motor homes, mopeds, motorcycles, farm equipment, and any vehicle that has more than 2 axles	4 attempts to repair and 30 business days out of service	1 year, 12,000 miles or whichever is first
Louisiana	Vehicles less than 10,000 lbs. excluding motor homes, motorcycles, and commercial vehicles	4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Maine	Sold or leased vehicles in Maine; excluding	3 attempts to repair and 15	2 year, 18,000 miles or

	vehicles over 8,000 lbs. businesses that register more than 3 vehicles	business days out of service	whichever is first
Maryland	Passenger vehicles, excluding fleets of 5 or more vehicles and motor homes	3 attempts to repair and 15 business days out of service	15 months, 15,000 miles or whichever is first
Massachusetts	Vehicles, except for off-road, motor homes, and motorcycles	3 attempts to repair and 15 business days out of service	1 year, 15,000 miles or whichever comes first
Michigan	10 or less passenger vehicles; excluding buses, trucks, and motor homes	4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Minnesota	Passenger vehicles, recreational equipment, chassis, and must be used 40% or more for personal use	1 unsuccessful repair of a failed steering or braking system; 4 attempts to repair or 30 days out of service	Express warranty – 2 year – whichever is first
Mississippi		3 attempts to repair and 15 business days out of service	Express warranty – 1 year – whichever is first
Missouri		4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Montana	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	4 attempts to repair and 30 business days out of service	2 year, 18,000 miles or whichever is first
Nebraska	Vehicles sold in state used for household and business purposes; excluding self-propelled mobile homes	4 attempts to repair and 40 business days out of service	Express warranty – 1 year – whichever is first
Nevada	Household vehicles; except motor homes and off-road vehicles	4 attempts to repair and 30 business days out	Express warranty – 1 year – whichever is first

		of service	
New Hampshire	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	3 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
New jersey	Passenger vehicles or motorcycles leased or purchased in state, except living portion of a motor home	3 attempts to repair and 20 business days out of service	2 year, 18,000 miles or whichever is first
New Mexico	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
New York	Passenger vehicles excluding motorcycles and off-road	4 attempts to repair and 30 business days out of service	2 year, 18,000 miles or whichever is first
North Carolina	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	4 attempts to repair and 20 business days out of service	2 year, 24,000 miles or whichever is first
North Dakota	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	3 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Ohio	Passenger vehicles excluding vehicles owned by a business that have 3 or more vehicles	3 attempts to repair and 15 business days out of service	1 year, 18,000 miles or whichever is first
Oklahoma	Vehicle bought in the state and intended for	4 attempts to repair and 45	Express warranty – 1 year –

	transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	business days out of service	whichever is first
Oregon	Household vehicles including leased vehicles and motorcycles	4 attempts to repair and 30 business days out of service	1 year, 12,000 miles or whichever is first
Pennsylvania	Leased and purchased vehicles used for personal purposes	3 attempts to repair and 30 business days out of service	1 year, 12,000 miles or whichever is first
Rhode island	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	4 attempts to repair and 30 business days out of service	1 year, 15,000 miles or whichever is first
South Carolina	Passenger vehicles, trailers, semitrailers, transporting people but not for a profit; excludes motorcycles, living quarters of recreational vehicles, off-road, and trucks over 5,000 GVW	4 attempts to repair and 30 business days out of service	1 year, 12,000 miles or whichever is first
South Dakota	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	4 attempts to repair and 30 business days out of service	1 year, 12,000 miles or whichever is first
Tennessee	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Texas	Vehicle bought in the state and intended for transporting people and	4 attempts to repair and 30 business days out	Express warranty – 1 year – whichever is first

	property; excluding motorcycles, mopeds, motor homes and over 18,000 lbs.	of service	
Utah	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 12,000 lbs.	4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Vermont	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	3 attempts to repair and 30 business days out of service	Period of express warranty
Virginia	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes	3 attempts to repair and 30 business days out of service	18 months
Washington	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes and over 19,000 lbs.	3 attempts to repair and 15 business days out of service	24, 000 miles or 2 years - first
West Virginia	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes	3 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Wisconsin	Vehicle bought in the state and intended for transporting people and property; excluding motorcycles, mopeds, motor homes	4 attempts to repair and 30 business days out of service	Express warranty – 1 year – whichever is first
Wyoming	Vehicle bought in the state and intended for	3 attempts to repair and 30	1 year

	transporting people and property; excluding motorcycles, mopeds, motor homes and over 10,000 lbs.	business days out of service	
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Chapter 10 – Conclusion

When you purchase a vehicle you need to be able to protect yourself and the money you put into the vehicle. There are steps you can take to do this. These steps include documenting, verifying dealer records, and more.

From the day you purchase your vehicle you should keep a record of everything. The more you document the more successful you will be if you have a lemon. From the first repair you should keep documentation. This will help you protect your rights as a consumer. You should take written notes including the dates and times and who it was you spoke to at the dealership. Keep track of any correspondence you have with the manufacturer also.

If you have warranty orders for repair you should keep track of them also. Demand a copy of the warranty orders if the dealer does not give you one. You should also ask to talk to the mechanic if you can and get copies of the notes from the mechanic. Always write down the date, time, and odometer reading.

There are federal laws and state laws that will protect you when you buy a vehicle. It is important to keep in mind what your state considers to be a lemon. If the value of your vehicle decreases due to multiple defects it may be a lemon. If you drive away from the lot and the vehicle is not running it may be a lemon. You do have the right to revoke the purchase within a certain time frame. Never settle for what the dealer and the manufacturer tell you especially if it is not in your favor or it is not withholding the warranty. Always check your vehicle owner's manual for the warranty information.