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OAG Consumer Alert — Vehicle Lemon Law

Your new car is only a couple of months old, makes an unusual noise, and vibrates every time you drive at a higher speed. You repeatedly take it to the dealer that sold you the car, but despite its best efforts, the same problem keeps coming back. If this is happening to you, you may have purchased a "lemon" and may be entitled to either a similar replacement vehicle or a refund of the purchase price, minus a reasonable allowance for the miles on the vehicle.

What should you do if your car is having problems?

If you are experiencing mechanical problems with your new car, you should immediately contact an authorized dealer to have it checked out. In most cases, the manufacturer's warranty that comes with your vehicle will cover any needed repair at no cost to you. Your warranty will tell you which parts and systems of your vehicle are covered and for how long. Be sure to follow the instructions in your warranty carefully as to what steps you must take in order to get your vehicle repaired. In most cases, if you need repairs, you must have them done by an authorized dealer, although you should not have to use the same dealer who sold you your vehicle.

In some cases, however, the dealer may be unable to fix your vehicle's problem. If that is the case, you may have a lemon. If you feel that you have purchased a lemon, you can report it to the Office of the Attorney General's Office of Consumer Protection either by calling 202-442-9828 or by writing to the Office of Consumer Protection.

What is covered under the Lemon Law?

- Must be a new motor vehicle sold or registered in the District of Columbia. The Lemon Law does not apply to used cars, motorcycles, motor homes, or recreational vehicles.
- Defect must occur within two years of purchases and before the vehicle is driven 18,000 miles, whichever date is earlier.
- There must be a significant impairment of the vehicle, such as a defect that renders the vehicle unreliable or unsafe for normal operation (e.g., problem with the engine, transmission, drive shaft, cooling system, electrical system, or fuel system) or the problem reduces the vehicle's resale value below the average resale value for comparable vehicles.
- Items **NOT** covered under the Lemon Law include:
    - Defects or conditions that do not significantly impair the vehicle.
    - Defects or conditions caused by the abuse, neglect, or unauthorized modifications or alterations of the vehicle.

Connect with the Office of the Attorney General
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When is a vehicle considered a lemon?

For a vehicle to qualify under the Lemon Law, you either need to experience a significant problem with your vehicle or the *same* problem has to be subjected to a *reasonable* number of repair attempts by an authorized dealer and continue to exist after these attempts at repair.

For example:

- A non-safety-related problem that continues after 4 or more attempts to repair.
- A safety-related problem that creates a risk of fire, explosion, or is otherwise life-threatening, and continues after one or more attempts to repair have failed.
- A vehicle that has been out of service by reason of repair of any defects for a cumulative total of 30 days or more.

Manufacturer's Duty to Repurchase or Replace a Lemon

If the manufacturer, its agent, or its authorized dealer is unable to repair or correct any nonconformity or defect after a *reasonable number of attempts*, the manufacturer must, either repurchase or replace the vehicle, at your option.

- **Repurchase**

  If you decide to return the vehicle to the manufacturer for a refund, the manufacturer must refund to you:
  - the full purchase price; and
  - all sales tax, license, and registration fees, and any similar governmental charges; but
  - the dealer may deduct a reasonable amount for your use of the vehicle which may not exceed 10 cents per mile for your use of the vehicle in excess of the first 12,000 miles of operation); the dealer may also deduct a reasonable amount for any damage not attributable to normal wear and tear or to the nonconformity.
- **Replacement**

  When replacing a vehicle, the manufacturer must provide you with a new, comparable vehicle. The reasonable allowance for use does not apply to a replacement.

Tips to Protect Yourself

Keep a record of every repair visit, including every invoice or repair order from the dealer. You may also want to keep a log of every problem you experience with your vehicle, including the date and time when you experience each problem.

Document everything! This includes taking notes of who you talk to, what is said, dates and times. Submit your complaints in writing and keep a copy for yourself.

Always insist that the dealer provide you with an invoice or repair order for each attempt to repair your vehicle. Make sure that invoice or repair order fully describes the defect for each repair visit.

Be careful not to buy someone else's lemon. When dealerships resell a lemon they are required to include the words "manufacturer's buyback". If you see those words you know that another consumer had a problem with the vehicle.

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