

The Lemon Law

The lemon law provides protection to people who buy automobiles. In the event that the vehicle he or she has purchased fails to meet standards of quality and performance, the manufacturer is required to fix the defects which are stipulated in the warranty within a certain period of time or a certain mileage whichever comes first.

If after the repair the same problem still happens, this is considered to be a breach of contract with respect to the warranty and the manufacturer is required to give you a partial or full refund. You may even be given a new car.

A breach of warranty usually means 4 repair attempts on the same problem or anything directly related to it within a period of six months of one year. It could also mean that the car is no longer working within a year it was purchased or within the duration of the express warranty, whichever comes first.

An express warranty may be the balance of the manufacturer's warranty, a separated limited warranty given by the dealer or an extended warranty or service contract which is commonly added at the time you purchased the vehicle.

The lemon law varies by state and some do not include leased or used vehicles. Some states provide consumer protection statutes that prohibit deceptive acts in selling used cars. This means if you are planning to buy a second hand car, the dealer must answer each question truthfully so you will know if it was a rental, salvaged or involved in a serious accident in the past.

There are steps you have to take to see if the lemon law is applicable. First, if there is a problem with the car, you have to report this to the manufacturer. When the car is released to you and the same thing still happens, you should keep track of it by keeping the repair or service receipts so you can present your case.

In most states, there is an arbitration procedure which determines if you will get a refund or a replacement. This program is very objective and free. If you are not satisfied with the decision, you can skip that and take this matter to the courts.

If things go in your favor, you can get refund and reimbursement for other charges which you have incurred. Given the choice, you can get a replacement car instead. Just make sure you are happy with what they are going to replace it with.

Be aware of the fact that not all vehicles are protected by the lemon law. These include motorcycles with engine displacements of less than 750 cubic centimeters, trucks that have a gross weight rating of over 19,000 lbs, motor homes and vehicles that are used by a business with a fleet of more than 10 vehicles.

Given that the lemon law in each state is different, it is best to talk with your local representative to be familiar with it. If you happen to encounter this problem and the manufacturer says that you waived your rights when you signed the purchase contract, don't believe it because the lemon law still applies.

So, talk to your attorney or hire one that is well aware of the lemon law. Some offer free consultations and if you happen to win the case, you don't have to shell out anything because the manufacturer will be the one to shoulder the attorney's fees.

About the Author

Purchasing a auto should be a happy time.....but it isn't for the thousands of people who end up with lemons. Learn about your rights at: [Do you have a lemon](#) Get a totally unique version of this article from our [article submission service](#)

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