

# CENTRAL VIRGINIA LEGAL AID SOCIETY, INC.



1000 Preston Ave, Suite B 101 W Broad, Ste 101 2006 Wakefield Street  
Charlottesville, VA 22903 Richmond, VA 23241 Petersburg, VA 23805  
434-296-8851 (Voice) 804-648-1012 (Voice) 804-862-1100 (Voice)  
434-296-5731 (Fax) 804-649-8794 (Fax) 804-861-4311 (Fax)



## Motor Vehicle Lemon Law

Almost every state has a motor vehicle “Lemon Law.” This allows an owner to replace a vehicle, or return a vehicle and get a refund, when a vehicle with the original warranty has a major problem that does not get fixed.

### What vehicles are covered under Virginia’s “Lemon Law”?

Virginia’s “Lemon Law” is one of the best in the nation. It covers cars, trucks, vans, motorcycles, mopeds, and the chassis of motor homes. You must have bought the vehicle new, or used with the original warranty.

### What is a warranty?

A warranty is a promise by a seller or manufacturer to stand behind a product. Warranties differ in what they cover. Under the Lemon Law, the dealer or manufacturer must keep all promises under the warranty to fix problems with the vehicle. The problem must be covered by the warranty. You should carefully read the warranty book you got when you bought the vehicle.

Your warranty book explains what is covered and what is not covered. Usually, an original warranty has two parts. One part is the basic warranty. The other part is the power train warranty. Your original warranty also may have other parts.

### What usually is covered under a warranty?

The basic warranty normally is a “bumper to bumper” warranty. It covers almost everything. There are some exceptions. These should be listed in your warranty book. The basic warranty is for a number of months, or a number of miles, whichever comes first. This is your basic warranty period.

The power train warranty normally covers the engine, transmission and other parts which power the car. Again, there may be some exceptions that should be listed in your warranty book. The power train warranty also is for a number of months, or a number of miles, whichever comes first. This is your power train warranty period.

### What usually is not covered under a warranty?

- Normal wear and tear.

- Normal maintenance and service.
- Problems due to lack of maintenance.
- Problems due to neglect or misuse of the vehicle.
- Damage due to accidents.
- Problems due to major changes made to the vehicle, such as putting in a sunroof.
- Problems due to repairs by someone other than the dealer, manufacturer, or agent.

### **What happens when the warranty runs out?**

Once you reach the end of a warranty period, you no longer have that warranty. You must report problems before your warranty period runs out. If you report a problem during the warranty period, it must be repaired even if repairs must be made after the warranty runs out.

### **What should I do if I have warranty problems?**

If you have a warranty problem, first try to work it out with the dealer. Give the dealer a list of problems every time you bring your vehicle in for repairs. Keep copies for your records. You should get and keep copies of your repair orders. These should show the reported problems, the repairs that were done, the dates your vehicle was in the shop, and your vehicle's mileage.

You should get a dated and itemized bill or invoice for any repair work. This includes warranty work and free repair work. Examine your repair bills or invoices to be sure they list the problem you complained about.

If the dealer can't solve the problem, you can contact the manufacturer. You should ask for their consumer affairs office. Your owner's manual has an address for the manufacturer. You can find a list of manufacturers at the web site: <http://www.pueblo.gsa.gov/crh/carman.htm>.

### **When do I have rights under Virginia's Lemon Law?**

If the dealer or manufacturer can't solve the problem, you may have Lemon Law rights. You have Lemon Law rights for 18 months after the vehicle is delivered to you. This is your "lemon law rights period." To have Lemon Law rights, all of the following things must be true.

- The problem must affect the driveability, use, value or safety of your vehicle.
- The dealer or manufacturer must have a reasonable number of tries to fix the problem.
- The problem must still exist.

### **What is a reasonable number of tries to fix my vehicle?**

Under the Lemon Law, a reasonable number of tries to fix the problem usually means one of the following things is true.

- The problem was not fixed after three tries.
- The problem is a serious life-threatening problem that was not fixed after one try.

- The vehicle is out of service for a total of 30 days, unless it couldn't be fixed due to things beyond the dealer's control.

### **How do I enforce my Lemon Law rights?**

To enforce Lemon Law rights, you must write to the manufacturer. Your owner's manual has the manufacturer's address. Put the manufacturer's name and address in your letter, and your name and return address. In your letter, tell them the following things.

- Your vehicle's year, make, model, and vehicle identification number.
- The name and address of the dealer where you bought your vehicle.
- The date your vehicle was delivered to you.
- Each problem your vehicle had.
- The dates the dealer tried to fix each problem.
- Each problem your vehicle still has.
- Whether you want to replace your vehicle or return your vehicle and get a refund.

Enclose copies, not originals, of all the papers you got when you bought your vehicle. Also enclose copies of your repair orders. Sign and date your letter. Copy your letter and save it. You may want to send your letter by certified mail, return receipt requested. Save the certified mail receipt and the green return receipt.

### **What happens if I choose to replace my vehicle?**

If you choose to replace and the manufacturer agrees, you must be given a similar vehicle that you accept. You get a replacement worth the full contract price after taking off an amount for your use of your vehicle. The amount depends on the number of miles you drove your vehicle until you reported the first problem.

If you choose to replace and the manufacturer does not agree, you must be allowed to return your vehicle and get a refund. In either case, you have the right to drive your vehicle until you get your replacement or refund.

### **What happens if I choose to return my vehicle and get a refund?**

If you choose to return your vehicle and get a refund, the manufacturer must agree to your choice. When you return your vehicle, you get a refund of the full contract price after taking off an amount for your use of your vehicle. The amount depends on the number of miles you drove your vehicle until you reported the first problem.

### **Do I have to go to court to enforce my Lemon Law rights?**

Some manufacturers have an informal procedure to settle Lemon Law problems. Your owner's manual will explain any such procedure. Under Virginia's Lemon Law, you may choose whether or not to use this procedure. If you use this procedure, you must do so within 18 months

after your vehicle is delivered to you. Whether or not you use this procedure, you may file a lawsuit to enforce your Lemon Law rights.

**What is the deadline to go to court to enforce my Lemon Law rights?**

You must file your lawsuit within 18 months after your vehicle is delivered to you. However, you get more time to file your lawsuit if you used the manufacturer's informal procedure to settle Lemon Law problems. In this case, you must file your lawsuit within 12 months of the manufacturer's final action, or within the original 18-month period, whichever is longer.