

The Lemon Law And Warranties

When you purchase a new personal vehicle you have the protections of the “Lemon Law” (the Song-Beverly Consumer Warranty Act and the Tanner Consumer Protection Act).

When you purchase products in general they may have an “Express Warranty,” meaning that there are promises made that the product will be replaced or repaired if it is defective or breaks down within a specified amount of time. New vehicles generally have an express warranty, and sometimes used vehicles. If there is an express warranty for any product, the manufacturer and retailer have to follow rules about having repair facilities available, repairing the product within 30 days, and replacing it or refunding the money if it can’t be repaired after a reasonable number of attempts. (These general rules about warranties are in the Song-Beverly Consumer Protection Act.)

What the Lemon Law (The Tanner Consumer Protection Act) adds to the express warranty rules are more specifics about what is a “reasonable number of attempts” to repair a new vehicle. If within the first 18 months after delivery of the vehicle to the buyer, or 18,000 miles, whichever comes first, it is presumed that a “reasonable number of attempts have been made to repair the vehicle if:

- 1) The buyer has taken the vehicle in for repair two or more times for the same problem, it is one which could result in death or serious bodily injury, and the manufacturer has been notified at least once of the problem; or
- 2) The buyer has taken the vehicle in for repair of the same problem, which substantially impairs the use, value, or safety of the vehicle, four or more times, and the manufacturer has been notified of the problem; or
- 3) The vehicle has been out of service for repairs for at least 30 days total since delivery, unless the time is extended for reasons out of control of the manufacturer or its agents.

If there is a lemon law issue, the manufacturers generally have an arbitration service that they use to resolve the dispute, if it can’t be resolved between the owner and the manufacturer directly. The instructions as to who to contact when there is a lemon issue should be in the owner’s manual for the vehicle, or you can ask the dealer.

If you buy a product and there is no written warranty, there is an implied warranty that the product will perform as intended. The implied warranty is generally in effect for one year (unless it is a product that doesn’t usually last that long). Both the express and the implied warranties can be waived if the product is sold “as is.” If you buy a product and have a warranty issue, you may be able to resolve it in Small Claims Court, if your claim is for less than \$7,500.

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