

ALASKA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	<p>Not specified. Assuming UCC statute of limitations applies, claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.</p> <p>Important: Before claiming a refund or replacement, the owner must give written notice by certified mail to the manufacturer and its dealer or repairing agent within 60 days after the expiration of the warranty or the one-year period after delivery to the original owner, whichever period ends first.</p>
ELIGIBLE VEHICLE	<p>A self-propelled motorized land vehicle having four or more wheels that is (1) normally used for personal, family, or household purposes, and (2) required to be registered in Alaska. Excludes tractors, farm vehicles or vehicles designed primarily for off-road use.</p> <p>Does not cover used vehicles.</p>
ELIGIBLE CONSUMER	<p>(1) Purchaser other than for resale, of a new motor vehicle; and (2) a person to whom ownership of the motor vehicle is transferred.</p> <p>Does not cover a lessee.</p>
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	The term of the warranty.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Earlier of the term of the express warranty or within one year after delivery to the original owner.
PRESUMPTION OR DEFINITION	Presumption: during earlier of the term of the express warranty or within one year after delivery to the original owner, (1) three or more attempts to the same nonconformity, or (2) out of service for 30 or more business days.
NOTICE TO MANUFACTURER	Before consumer may claim a refund or replacement; written certified notice before 60 days after earlier of expiration of the warranty or one year following delivery to the original owner.
FINAL OPPORTUNITY TO REPAIR	Within 30 days after receiving certified notice.
REASONABLE ALLOWANCE	<p>The amount attributable to an owner's use; may not exceed:</p> <p>(1) An amount equal to the depreciation in value of the vehicle for the period during which the vehicle is available for use by the owner, calculated by a straight line depreciation method over seven years;</p> <p>(2) Plus an amount equal to the depreciation in value of the vehicle that is caused by any neglect or abuse by the owner or body damage not caused by a nonconformity.</p>
DISPUTE RESOLUTION	Before bringing action, must resort to manufacturer's program if it complies with Rule 703 and is approved by Attorney General.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	Not specified.

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1. Citation	Alaska Stats. § 45.45.300 <i>et seq.</i>
2. Motor vehicle covered	<p>“Motor vehicle” is defined as a self-propelled motorized land vehicle having four or more wheels that is (1) normally used for personal, family, or household purposes, and (2) required to be registered in Alaska. Excludes tractors, farm vehicles or vehicles designed primarily for off-road use.</p> <p>Guidance from the Attorney General’s Office indicates the lemon law does not cover used vehicles.</p>
3. Consumer covered	Covers “owner”, defined as the purchaser of a new motor vehicle, other than for resale, and a person to whom ownership of the motor vehicle is transferred. Does not cover lessees.
4. Nonconformity defined	“Nonconformity” is a defect or condition in a motor vehicle caused by a manufacturer, distributor, dealer, or repairing agent that substantially impairs the use or market value of a motor vehicle. “Substantially impairs the use” mean a nonconformity that prevents a motor vehicle from being operated or makes the vehicle unsafe to operate. “Substantially impairs the market value means a nonconformity that substantially decreases the dollar value of a vehicle to the owner when compared to the dollar value of a similar vehicle that does not have the nonconformity.
5. Warranty defined	“Express warranty” or “warranty” is an express written warranty provided by the manufacturer of a new motor vehicle.
6. Lemon law rights period	Not defined.
7. Manufacturer’s obligation to repair	If a motor vehicle does not conform to the manufacturer’s express written warranty and the owner reports the nonconformity to the manufacturer or the manufacturer’s or distributor’s dealer during the term of the warranty, then the manufacturer, distributor, dealer, or a repairing agent must make the necessary repairs to conform the motor vehicle to the express warranty.
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, distributor, dealer, or repairing agent is unable to conform the vehicle to an applicable manufacturer’s express written warranty after a <i>reasonable number of attempts</i> during the term of the manufacturer’s express written warranty or within one year from the date of delivery of the motor vehicle to the original owner, whichever period ends first, then the manufacturer must, at the owner’s option, repurchase or replace the motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, during the term of the express warranty or the one-year period after delivery of the motor vehicle to the original owner, whichever period ends first:</p> <p>(1) the same nonconformity has been subject to repair three or more times by the manufacturer, distributor, dealer or repairing agent but the nonconformity continues to exist; or</p> <p>(2) the vehicle is out of service for repair for a total of 30 or more business days during the express warranty term or the one-year period after delivery to the original owner, whichever period ends first.</p>
10. Notice of nonconformity and final opportunity to repair	<p>Before claiming a refund or replacement, the owner must give written notice by certified mail to the manufacturer and its dealer or repairing agent within 60 days after the expiration of the warranty or the one-year period after delivery to the original owner, whichever period ends first.</p> <p>This written notice must:</p> <p>(1) state the vehicle has a nonconformity;</p> <p>(2) provide a reasonable description of the nonconformity;</p> <p>(3) state that the manufacturer, distributor, dealer or repairing agent has made a reasonable number of repair attempts to conform the vehicle; and</p> <p>(4) state that the owner demands a refund or replacement vehicle to be delivered on the 60th day after the mailing of the written notice.</p>

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	The manufacturer may make a final repair attempt to be completed within 30 days of receiving the required written notice.
11. Affirmative defenses	Affirmative defense if the manufacturer or distributor shows the alleged nonconformity is the result of (1) alteration of the vehicle by the owner or a person other than a dealer or repairing agent that is not authorized by the manufacturer or distributor; or (2) abuse or neglect by the owner or a person other than the dealer or repairing agent.
12. Refund	Refund consists of: (1) <i>Full purchase price</i> of the vehicle, defined as the total price paid for the motor vehicle by the original owner, including costs added to the retail price such as the original registration fees, transportation fees, dealer preparation, and dealer installed options; (2) Less a reasonable allowance for use of the motor vehicle from the time it was delivered to the original owner.
13. Replacement	Replacement is a new comparable motor vehicle.
14. Reasonable allowance	“Reasonable allowance” is defined as an amount attributable to an owner’s use of a motor vehicle, and may not exceed: (1) an amount equal to the depreciation in value of the vehicle for the period during which the vehicle is available for use by the owner, calculated by a straight line depreciation method over seven years; (2) plus an amount equal to the depreciation in value of the vehicle that is caused by any neglect or abuse by the owner or body damage not caused by a nonconformity.
15. Refund of sales tax	Not specified.
16. Enhanced damages	Not specified, although a manufacturer or distributor who fails to refund or replace when the lemon law would require is presumed to have committed an unfair trade practice.
17. Attorney’s fees	No provision allowing the consumer to recover attorney’s fees.
18. Statute of limitations	Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered. Note that, before claiming a refund or replacement, the owner must give written notice by certified mail to the manufacturer and its dealer or repairing agent within 60 days after the expiration of the warranty or the one-year period after delivery to the original owner, whichever period ends first.
19. Manufacturer-sponsored arbitration	If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703 and is approved by the Attorney General, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the procedure.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	The lemon law does not create a cause of action against a dealer or repairing agent who sells or attempts to repair a motor vehicle found to be nonconforming.
22. Restrictions on resale of returned vehicles	A motor vehicle returned under the provisions of the lemon law may not be resold in Alaska unless full disclosure of the reason for the return is made to the prospective buyer before the resale is concluded.
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.

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