

## LOUISIANA LEMON LAW SUMMARY

<b>EXECUTIVE SUMMARY</b>	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Later of (1) three years following purchase or (2) one year following end of warranty.
<b>ELIGIBLE VEHICLE</b>	<p>(1) A passenger motor vehicle (any car, van, or truck required to be registered and that is used or designed for transporting passengers or goods for public, private, commercial, or for-hire purposes) sold in Louisiana; (2) a passenger and commercial motor vehicle sold in Louisiana; (3) a personal watercraft or all-terrain vehicle sold in Louisiana or still under warranty on or after August 15, 1999; or (4) the chassis and drive train of a motor home sold in Louisiana or still under warranty on or after August 15, 1999, that is used exclusively for personal and not commercial purposes.</p> <p>Excludes motor vehicles (except motor homes) with 10,000 GVW or above, and motor vehicles used exclusively for commercial purposes. Appears to cover used vehicles.</p>
<b>ELIGIBLE CONSUMER</b>	(1) The <b>purchaser</b> , other than for purposes of resale, of a new motor vehicle normally used for personal, family, or household purposes and subject to a manufacturer's express warranty; (2) a person to whom a motor vehicle is transferred, other than for purposes of resale, during the duration of an express warranty applicable to the motor vehicle; (3) a person to whom the motor vehicle is <b>leased</b> ; or (4) any other person entitled to enforce the warranty.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of the warranty term or one year following original delivery.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Earlier of the warranty term or one year following original delivery for four attempts; warranty term for 45 days out of service.
<b>PRESUMPTION OR DEFINITION</b>	<b>Definition:</b> (1) four or more attempts during warranty or one year, or (2) out of service for 45 days during warranty.
<b>NOTICE TO MANUFACTURER</b>	For presumption/definition to apply to motor home.
<b>FINAL OPPORTUNITY TO REPAIR</b>	For presumption/definition to apply to motor home.
<b>REASONABLE ALLOWANCE</b>	Refund only: amount directly attributable to use prior to the first notice of nonconformity to the manufacturer and any subsequent period when not out of service.
<b>DISPUTE RESOLUTION</b>	Before applying the provisions requiring refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	Yes.
<b>TITLE BRANDING</b>	Yes.

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1. <b>Citation</b>	Louisiana Revised Statutes Title 51, §§ 1941 through 1948.
2. <b>Motor vehicle covered</b>	<p>Covers:</p> <ol style="list-style-type: none"> <li>(1) A passenger motor vehicle (meaning any motor driven car, van, or truck required to be registered and that is used or designed to be used for transporting passengers or goods for public, private, commercial, or for-hire purposes) sold in Louisiana;</li> <li>(2) A passenger and commercial motor vehicle sold in Louisiana;</li> <li>(3) A personal watercraft or all-terrain vehicle sold in Louisiana or still under warranty on or after August 15, 1999; and</li> <li>(4) The chassis and drive train of a motor home sold in Louisiana or still under warranty on or after August 15, 1999, that is used exclusively for personal and not commercial purposes.</li> </ol> <p>Excludes motor vehicles (except motor homes) with 10,000 GVW or above, and motor vehicles used exclusively for commercial purposes.</p>
3. <b>Consumer covered</b>	<p>Covers:</p> <ol style="list-style-type: none"> <li>(1) The purchaser, other than for purposes of resale, of a new motor vehicle normally used for personal, family, or household purposes and subject to a manufacturer's express warranty;</li> <li>(2) A person to whom a motor vehicle is transferred, other than for purposes of resale, during the duration of an express warranty applicable to the motor vehicle;</li> <li>(3) A person to whom the motor vehicle is leased; and</li> <li>(4) Any other person entitled to enforce the warranty.</li> </ol>
4. <b>Nonconformity defined</b>	A specific or generic defect or malfunction, or any defect or condition that substantially impairs the use and/or market value of a motor vehicle.
5. <b>Warranty defined</b>	"Manufacturer's express warranty" and "warranty" mean the written warranty of the manufacturer of a new motor vehicle of its condition and fitness for use, including any terms or conditions precedent to the enforcement of an obligation under that warranty.
6. <b>Lemon law rights period</b>	Not defined.
7. <b>Manufacturer's obligation to repair</b>	If the consumer reports the nonconformity to the manufacturer or any authorized dealer and makes the motor vehicle available for repair before the expiration of the warranty or during the period of one year following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the vehicle to the warranty. Such repairs must be made even if the warranty term or one year period has expired.
8. <b>Manufacturer's obligation to repurchase or replace</b>	<p>The manufacturer must, at its option, replace or repurchase a motor vehicle (other than a motor home) if either of the following occurs:</p> <ol style="list-style-type: none"> <li>(1) The nonconformity is not repaired after four or more attempts within the warranty term or within one year of the vehicle's original delivery to the consumer, whichever is earlier, or</li> <li>(2) The vehicle is out of service by reason of repair for cumulative total of 90 or more calendar days during the warranty period.</li> </ol> <p>The manufacturer must replace or repurchase a motor home if it is unable to repair a nonconformity as provided in the provision creating the <i>presumption</i> for motor homes.</p> <p>The manufacturer must provide the consumer or lessor with a replacement or refund within 30 days after an offer to transfer title by the consumer or lessor, or within 30 days after a decision by the informal dispute settlement procedure.</p>
9. <b>Other obligations</b>	<p>The manufacturer must reimburse the consumer up to \$20 per day for a rental vehicle for the duration of the repair period whenever the following occurs:</p> <ol style="list-style-type: none"> <li>(1) The motor vehicle is covered by a manufacturer's express warranty;</li> <li>(2) The consumer brings the motor vehicle to the dealer from whom the motor vehicle was purchased;</li> </ol>

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	<p>(3) For repair of any defect, malfunction, or nonconformity to which the warranty is applicable; and</p> <p>(4) Either the repair period exceeds ten working days or the same defect, malfunction, or nonconformity has been subject to repair on two previous occasions.</p> <p>This provision applies during the length of the manufacturer’s express warranty or for two years, whichever expires first. The reimbursement requirement is not in effect in case of war, work stoppages, and natural disasters beyond the control of the manufacturer that would prevent the timely repair or parts delivery to a dealer.</p> <p>This provision does not apply to any personal watercraft, all-terrain vehicle, or motor home that is tendered to a manufacturer for repair.</p>
<p><b>10. Criteria for reasonable number of repair attempts</b></p>	<p>The manufacturer must replace or repurchase a motor vehicle (other than a motor home) if either of the following occurs:</p> <p>(1) The nonconformity is not repaired after four or more attempts within the warranty term or within one year of the vehicle’s original delivery to the consumer, whichever is earlier, or</p> <p>(2) The vehicle is out of service by reason of repair for cumulative total of 90 or more calendar days during the warranty period.</p> <p>The manufacturer must replace or repurchase a motor home if it is unable to repair a nonconformity as provided in the provision creating the <i>presumption</i> for motor homes.</p> <p>The lemon law also provides for a presumption that a reasonable number of attempts has been undertaken to conform a motor vehicle to the applicable express warranties if, before the expiration of the warranty or during a period of one year following the date of the motor vehicle’s original delivery to a consumer, whichever is earlier, either of the following occurs:</p> <p>(1) The same nonconformity is subject to repair four or more times by the manufacturer, its agent or authorized dealer; or</p> <p>(2) The vehicle is out of service by reason of repair for a cumulative total of 45 or more calendar days.</p> <p><b>Note: This presumption does <u>not</u> appear to alter the manufacturer’s obligation to repurchase or replace a nonconforming motor vehicle as described in the previous section.</b></p> <p>For the <i>presumption</i> to apply to a <b>motor home</b>, the consumer must provide written notification to the manufacturer of (1) the need to repair the nonconformity; (2) evidence of a cumulative total of at least 90 days out of service; or (3) evidence that the same nonconformity has been subject to repair four or more times by the manufacturer, its agent or authorized dealer within the warranty terms or during a period of one year following the date of the motor home’s original delivery to a consumer, whichever is earlier.</p> <p>Upon such notification, the manufacturer has a final attempt to repair the motor home. Within 5 business days after receipt of the notification, the manufacturer must respond to the consumer with an authorized repair facility to which the motor home may be delivered for repair. The repair facility must conform the motor home to the applicable warranty within 10 business days after the motor home is delivered to that facility. If the manufacturer fails to respond to the consumer within 5 business days or to perform the repairs within 10 business days, the manufacturer is deemed to have waived its rights to a final attempt to cure the nonconformity.</p> <p>The term of an express warranty is extended by any period during which repairs are unavailable to the consumer because of a war, invasion, strike, fire, flood or other natural disaster. The provisions in the <i>presumption</i> are suspended for any period of time during which repair services cannot be performed by the manufacturer, its agents or authorized dealer because of war, invasion, strike, fire, flood, or natural disaster.</p>

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11. <b>Notice of nonconformity and final opportunity to repair</b>	<p>Not specified for a motor vehicle other than a motor home.</p> <p>For the <i>presumption</i> to apply to a motor home, the consumer must provide written notification to the manufacturer of (1) the need to repair the nonconformity; (2) evidence of a cumulative total of at least 90 days out of service; or (3) evidence that the same nonconformity has been subject to repair four or more times by the manufacturer, its agent or authorized dealer within the warranty terms or during a period of one year following the date of the motor home's original delivery to a consumer, whichever is earlier. Upon such notification, the manufacturer has a final attempt to repair the motor home. Within 5 business days after receipt of the notification, the manufacturer must respond to the consumer with an authorized repair facility to which the motor home may be delivered for repair. The repair facility must conform the motor home to the applicable warranty within 10 business days after the motor home is delivered to that facility. If the manufacturer fails to respond to the consumer within 5 business days or to perform the repairs within 10 business days, the manufacturer is deemed to have waived its rights to a final attempt to cure the nonconformity.</p>
12. <b>Affirmative defenses</b>	Not specified.
13. <b>Refund</b>	<p><b>Purchased Vehicle</b></p> <p>Refund consists of:</p> <ol style="list-style-type: none"> <li>(1) The full purchase price;</li> <li>(2) Any amounts paid by the consumer at the point of sale, which case law indicates may include finance charges; and</li> <li>(3) All collateral costs, defined as sales tax, license and registration fees, and any similar governmental charges;</li> <li>(4) Less a reasonable allowance for use to the consumer.</li> </ol> <p><b>Leased Vehicle</b></p> <p><i>To the Lessor:</i> An amount to satisfy all conditions of the lease in connection with early termination and related charges.</p> <p><i>To the Lessee:</i></p> <ol style="list-style-type: none"> <li>(1) Reimbursement for all reasonable expenditures in connection with the lease;</li> <li>(2) Less a reasonable allowance for use of the motor vehicle prior to its return.</li> </ol>
14. <b>Replacement</b>	Replacement is a comparable new motor vehicle.
15. <b>Reasonable allowance</b>	Applies to a refund but not to a replacement. The reasonable allowance for use to the consumer is that amount directly attributable to use by the consumer prior to the first notice of the nonconformity to the manufacturer <i>and</i> any subsequent period when the vehicle is not out of service by reason of repair.
16. <b>Refund of sales tax</b>	Manufacturer refunds sales tax to consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
17. <b>Enhanced damages</b>	Not specified.
18. <b>Attorney's fees</b>	The consumer is entitled to reasonable attorney fees actually incurred if a judgment is rendered in part or in whole in his favor.
19. <b>Statute of limitations</b>	An action must be commenced within the later of (1) three years from the date the consumer purchased the motor vehicle, or (2) one year from the end of the warranty period. For lessees, a claim under an informal dispute resolution program must be filed within the term of the lease.
20. <b>Private dispute resolution program</b>	If the manufacturer has established an informal dispute settlement procedure that substantially complies with 16 C.F.R. Part 703, the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

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<b>21. State-sponsored arbitration</b>	Not specified.
<b>22. Dealer liability</b>	Not specified, other than provisions relating to resale disclosures.
<b>23. Restrictions on resale of returned vehicles</b>	<p>Upon the sale or transfer of title by a manufacturer, its agent, or any dealer of a second-hand motor vehicle, previously returned to a manufacturer for a nonconformity pursuant to the lemon law, the manufacturer must execute and deliver to the buyer an instrument in writing in a form prescribed by the Commissioner, setting forth the following information in 10-point, all capital type:</p> <p><b>IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER OR DEALER BECAUSE IT DID NOT CONFORM TO ITS WARRANTY AND THE DEFECT OR CONDITION WAS NOT FIXED WITHIN THE TIME PROVIDED BY LOUISIANA LAW</b></p> <p>This notice must also be conspicuously printed on the motor vehicle's certificate of title.</p> <p>The failure of a dealer to deliver to the buyer this instrument is a violation of the lemon law and is punishable by a fine of not less than \$500 and not more than \$1,000 for each violation.</p>
<b>24. Point of sale notice of lemon law rights</b>	Not specified.

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