

MISSOURI LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Earlier of (1) six months following warranty term, or (2) 18 months following original delivery to the consumer.
ELIGIBLE VEHICLE	<p>Any new motor vehicle (1) being transferred for the first time from a manufacturer, distributor or new vehicle dealer; (2) that has not been previously registered or titled; and (3) that is offered for sale, barter or exchange by a dealer franchised for that particular make. Includes demonstrators or lease-purchase vehicles sold with manufacturer's warranty.</p> <p>Excludes commercial motor vehicles, off-road vehicles, mopeds, motorcycles, and recreational motor vehicles <i>other than</i> the chassis, engine, powertrain and component parts.</p> <p>Does not cover used vehicles. Appears not to cover leased vehicles unless acquired through a lease-purchase.</p>
ELIGIBLE CONSUMER	<p>(1) Purchaser, other than for purposes of resale, of a new motor vehicle primarily used for personal, family, or household purposes; (2) any person to whom the new motor vehicle is transferred for the same purposes during an express warranty; and (3) any other person entitled by the terms of the warranty to enforce its obligations.</p> <p>Appears not to cover a lessee unless the vehicle is acquired through a lease-purchase.</p>
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of the term of the express warranty or one year following original delivery to the consumer.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: during earlier of the term of the express warranty or within one year of the motor vehicle's original delivery to a consumer, either (1) four or more repair attempts or (2) out of service for 30 or more working days.
NOTICE TO MANUFACTURER	Written notification to the manufacturer.
FINAL OPPORTUNITY TO REPAIR	Manufacturer must contact consumer after receiving consumer's notice; repair within 10 calendar days after delivery of vehicle to repair facility.
REASONABLE ALLOWANCE	Both refund and replacement: not defined.
DISPUTE RESOLUTION	Before seeking refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703. Manufacturer must notify consumer of program's availability.
DISCLOSURE TO SUBSEQUENT PURCHASER	No.
TITLE BRANDING	No.

This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
 Updated 1/1/2003 © 2003, Council of Better Business Bureaus, Inc.

MISSOURI LEMON LAW SUMMARY	
1. Citation	Missouri Rev. Stat. §§ 407.560 through 407.579.
2. Motor vehicle covered	<p>Covers any new motor vehicle (1) being transferred for the first time from a manufacturer, distributor or new vehicle dealer; (2) that has not been registered or titled in the state or any other state; and (3) that is offered for sale, barter or exchange by a dealer franchised to sell, barter or exchange that particular make of new motor vehicle. Includes demonstrators or lease-purchase vehicles as long as a manufacturer's warranty was issued as a condition of sale.</p> <p>Excludes commercial motor vehicles, off-road vehicles, mopeds, motorcycles, and recreational motor vehicles <i>other than</i> the chassis, engine, powertrain and component parts.</p> <p>Does not cover used vehicles. Appears not to cover leased vehicles unless acquired through a lease-purchase.</p>
3. Consumer covered	<p>(1) The purchaser, other than for purposes of resale, of a new motor vehicle primarily used for personal, family, or household purposes;</p> <p>(2) Any person to whom the new motor vehicle is transferred for the same purposes during the duration of an express warranty applicable to the new motor vehicle; and</p> <p>(3) Any other person entitled by the terms of the warranty to enforce its obligations.</p> <p>Appears not to cover a lessee unless the vehicle is acquired through a lease-purchase.</p>
4. Nonconformity defined	Not defined. Any default or condition that impairs the use, market value or safety of the new motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
5. Warranty defined	"Express warranty" is any written affirmation of fact or promise made by a manufacturer to a consumer in connection with the sale of new motor vehicles that relates to the nature of the material or workmanship or will meet a specified level of performance over a specified period of time.
6. Lemon law rights period	Not defined.
7. Manufacturer's obligation to repair	<p>If the consumer reports a nonconformity to the manufacturer or its agent during the term of the express warranties or during a period of one year following the date of the new motor vehicle's original delivery to the consumer, whichever comes first, then the manufacturer or its agent must make the necessary repairs to conform the new motor vehicle to the express warranties.</p> <p>The necessary repairs must be made even after the expiration of the term of the express warranties or the one year period.</p>
8. Manufacturer's obligation to repurchase or replace	If the manufacturer, its agent or authorized dealer is unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a <i>reasonable number of attempts</i> , the manufacturer must, at its option, either repurchase or replace the new motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, within the express warranty term or during the period of one year following the date of the new motor vehicle's original delivery to a consumer, whichever expires earlier, either of the following occurs:</p> <p>(1) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents, and the nonconformity continues to exist; or</p> <p>(2) The new motor vehicle is out of service by reason of repair of the nonconformity by the manufacturer, its agents or authorized dealer for a cumulative total of 30 or more working days, exclusive of down time for routine maintenance as prescribed by the manufacturer.</p> <p>The 30 day period may be extended by a period of time during which repair services are not available to the consumer because of a conditions beyond the control of the manufacturer or its agents.</p> <p>The term of the express warranty and the one year period following the date of the new motor vehicle's original delivery to a consumer may be extended if the nonconformity has been reported but has not been repaired by the manufacturer or its agent by the expiration of the applicable period.</p>

**This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
Updated 1/1/2003 © 2003, Council of Better Business Bureaus, Inc.**

MISSOURI LEMON LAW SUMMARY	
10. Notice of nonconformity and final opportunity to repair	Before availing himself or herself of the provisions of the lemon law, the consumer or the consumer's representative must give written notification to the manufacturer of the need for repair of the nonconformity, in order to allow the manufacturer an opportunity to cure the alleged nonconformity. Upon receipt of the notice, the manufacturer must immediately notify the consumer of a reasonably accessible repair facility of a franchised new vehicle dealer. After the consumer delivers the new motor vehicle to the authorized repair facility, the manufacturer has ten calendar days to conform the new motor vehicle to the express warranty.
11. Affirmative defenses	It is an affirmative defense that: (1) The alleged nonconformity does not substantially impair the use, market value or safety of the motor vehicle; (2) The nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle; (3) A claim by a consumer was not filed in good faith; or (4) Any other affirmative defense allowed by law.
12. Refund	Refund consists of: (1) The full purchase price of the new motor vehicle; and (2) All reasonably incurred collateral charges, meaning those additional charges to a consumer not directly attributable to a manufacturer's suggested retail price label for the new motor vehicle, including all sales tax, license fees, registration fees, title fees and motor vehicle inspections; (3) Less a reasonable allowance for the consumer's use of the vehicle.
13. Replacement	Replacement is a comparable new motor vehicle acceptable to the consumer. "Comparable motor vehicle" means an identical or reasonably equivalent motor vehicle. The consumer must pay a reasonable allowance for use of a vehicle that is replaced.
14. Reasonable allowance	Applies to both a refund and a replacement. The reasonable allowance for use is not defined.
15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. Enhanced damages	Not specified.
17. Attorney's fees	If a consumer prevails in an action under the lemon law, the court must award the consumer aggregate costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of the action.
18. Statute of limitations	An action must be commenced within six months following the expiration of the express warranty term or within 18 months following the date of the motor vehicle's original delivery to the consumer, whichever comes first. If a consumer resorts to an informal dispute settlement procedure, an action may be commenced within 90 days following the procedure's final action.
19. Manufacturer-sponsored arbitration	If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure. Upon notification from the consumer that the new motor vehicle has not been conformed to the express warranty, the manufacturer must inform the consumer about the informal dispute settlement procedure.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles	Not specified.

**This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
Updated 1/1/2003 © 2003, Council of Better Business Bureaus, Inc.**

MISSOURI LEMON LAW SUMMARY	
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.