

NEBRASKA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Earlier of (1) one year following the warranty term, or (2) two years following original delivery to a consumer.
ELIGIBLE VEHICLE	New motor vehicle sold in Nebraska. Excludes self-propelled mobile homes. Applies to any motor vehicle less than two years old, and would therefore cover used vehicles.
ELIGIBLE CONSUMER	(1) Purchaser, other than for purposes of resale, of a motor vehicle normally used for personal, family, household, or business purposes; (2) any person to whom the motor vehicle is transferred for the same purposes during the duration of an express warranty applicable to the vehicle; and (3) any other person entitled by the terms of the warranty to enforce its obligations. Covers a lessee.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of the term of the warranty or one year following original delivery to a consumer.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: during earlier of the term of the warranty or one year following original delivery to a consumer, either (1) 4 or more repair attempts or (2) out of service for 40 or more days.
NOTICE TO MANUFACTURER	Before presumption applies, written certified notice.
FINAL OPPORTUNITY TO REPAIR	Before presumption applies.
REASONABLE ALLOWANCE	Amount of use by consumer and any previous owner prior to first report of nonconformity and during any subsequent period when vehicle not out of service.
DISPUTE RESOLUTION	Before obtaining lemon law remedies, must resort to manufacturer's program if certified.
DISCLOSURE TO SUBSEQUENT PURCHASER	No.
TITLE BRANDING	No.

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1. Citation	Nebraska Rev. Stat. §§ 60-2701 through 60-2709.
2. Motor vehicle covered	<p>Covers a new motor vehicle that is sold in Nebraska. A new motor vehicle is any motor vehicle that has not been sold, bargained, exchanged, or given away, or for which title has not been transferred from the person who first acquired it from the manufacturer, importer, dealer, or agent of the manufacturer or importer.</p> <p>Excludes self-propelled mobile homes.</p> <p>Guidance from the Nebraska Department of Motor Vehicles indicates that the lemon law applies to any motor vehicle less than two years old, and would therefore cover used vehicles. (Also see the reasonable allowance for use).</p>
3. Consumer covered	<p>(1) The purchaser, other than for purposes of resale, of a motor vehicle normally used for personal, family, household, or business purposes;</p> <p>(2) Any person to whom the motor vehicle is transferred for the same purposes during the duration of an express warranty applicable to the vehicle; or</p> <p>(3) Any other person entitled by the terms of the warranty to enforce its obligations.</p> <p>Guidance from the Nebraska Department of Motor Vehicles indicates that a lessee would be included within the definition of “consumer”.</p>
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
5. Warranty defined	“Manufacturer’s express warranty” is the written warranty, so labeled, of the manufacturer of a new motor vehicle.
6. Lemon law rights period	Not specified.
7. Manufacturer’s obligation to repair	<p>If the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the term of the manufacturer's written new-vehicle warranty or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is earlier, then the manufacturer, its agent, or its authorized dealer must make the necessary repairs to conform the motor vehicle to the written warranty.</p> <p>The repairs must be made even if the term of the warranty or the one year period after original delivery has expired.</p>
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, its agents, or authorized dealers are unable to conform the motor vehicle to the manufacturer's written new-vehicle warranty by repairing or correcting any nonconformity after a <i>reasonable number of attempts</i> , then the manufacturer must repurchase or replace the motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, during the term of manufacturer’s written new-vehicle warranty or during the period of one year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:</p> <p>(1) The same nonconformity has been subject to repair 4 or more times by the manufacturer, its agents, or authorized dealers, but the nonconformity continues to exist; or</p> <p>(2) The motor vehicle is out of service for repairs for a cumulative total of 40 or more days.</p>
10. Notice of nonconformity and final opportunity to repair	The presumption does not apply unless the manufacturer has received prior written direct notification by certified mail from or on behalf of the consumer and an opportunity to cure the defect alleged.

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11. Affirmative defenses	It is an affirmative defense that: (1) The alleged nonconformity does not substantially impair the use and market value; or (2) The nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by the consumer.
12. Refund	Refund consists of: (1) Full purchase price of the vehicle; and (2) All sales taxes, license fees and registration fees, and any similar government charges; (3) Less a reasonable allowance for the consumer's use of the vehicle. Guidance from the Nebraska Department of Motor Vehicles indicates that the Department of Revenue will not refund taxes or fees to consumers.
13. Replacement	Replacement is a comparable motor vehicle.
14. Reasonable allowance	The reasonable allowance for use is the amount directly attributable to use by the consumer and any previous owner prior to his or her first report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is not out of service by reason of repair.
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	In an action under the lemon law, the court must award reasonable attorney's fees to the prevailing consumer.
18. Statute of limitations	An action must be commenced within the earlier of (1) one year following the expiration of the express warranty term, or (2) two years following the date of the motor vehicle's original delivery to a consumer.
19. Manufacturer-sponsored arbitration	The provisions requiring repurchase or replacement do not apply to a consumer who has not first used an informal dispute settlement procedure that has been certified by the Director of Motor Vehicles as complying with lemon law regulations. (Consumers may check with the BBB or Nebraska Department of Motor Vehicles to determine whether the manufacturer of their vehicle offers a dispute settlement procedure that has been certified.)
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles	Not specified.
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.

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