

VIRGINIA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	18 months following original delivery to the consumer. A consumer who has resorted to an informal dispute settlement procedure may commence an action in court within the longer of (1) one year from manufacturer's final action in the procedure, as long as the procedure was initiated within the lemon law rights period; or (2) the original 18-month period.
ELIGIBLE VEHICLE	(1) Passenger car designed and used primarily for the transportation of no more than 10 persons including the driver; (2) pickup or panel truck (i) designed for the transportation of property and having a registered gross weight of 7,500 pounds or less; or (ii) registered for personal use, designed to transport property on its own structure independent of any other vehicle, and having a registered gross weight in excess of 7,500 pounds but not in excess of 10,000 pounds (3) motorcycle, moped, or the self-propelled motorized chassis of a motor home; and (4) demonstrator or leased vehicle with which a warranty was issued. Appears to cover used vehicles.
ELIGIBLE CONSUMER	(1) Purchaser , other than for purposes of resale, or the lessee of a motor vehicle used in substantial part for personal, family, or household purposes; (2) any person to whom the motor vehicle is transferred for the same purposes during the duration of any warranty applicable to the motor vehicle; and (3) any other person entitled by the terms of the warranty to enforce its obligations.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Manufacturer's warranty period
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Lemon law rights period (18 months after original delivery to the consumer) – which is extended if manufacturer notified about nonconformity but it is not repaired.
PRESUMPTION OR DEFINITION	Presumption: within 18 months following the date of the motor vehicle's original delivery, (1) three or more repair attempts; (2) one or more repair attempts to a serious safety defect; or (3) out of service for 30 or more calendar days.
NOTICE TO MANUFACTURER	The manufacturer must clearly and conspicuously disclose to the consumer, in the warranty or owner's manual, that written notification of the nonconformity to the manufacturer is required. Consumer or representative must notify manufacturer of the need for repair of nonconformity before the consumer may be eligible for a refund or replacement.
FINAL OPPORTUNITY TO REPAIR	If manufacturer not notified that presumption is met, must be allowed an opportunity to repair not to exceed 15 days.
REASONABLE ALLOWANCE	Refund and replacement: up to date of first notice of nonconformity. May not exceed ½ of the amount allowed by IRS for business use of personal vehicle, plus any loss to fair market value from damage.
DISPUTE RESOLUTION	Consumer may choose to use informal dispute settlement procedure.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	No.

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1. Citation	Code of Virginia §§ 59.1-207.9 through 59.1-207.16:1.
2. Motor vehicle covered	<ul style="list-style-type: none"> (1) A passenger car designed and used primarily for the transportation of no more than 10 persons including the driver; (2) A pickup or panel truck (i) designed for the transportation of property and having a registered gross weight of 7,500 pounds or less; or (ii) registered for personal use, designed to transport property on its own structure independent of any other vehicle, and having a registered gross weight in excess of 7,500 pounds but not in excess of 10,000 pounds (3) A motorcycle, moped, or the self-propelled motorized chassis of a motor home; and (4) A demonstrator or leased vehicle with which a warranty was issued. <p>Appears to cover used vehicles.</p>
3. Consumer covered	<ul style="list-style-type: none"> (1) The purchaser, other than for purposes of resale, or the lessee of a motor vehicle used in substantial part for personal, family, or household purposes; (2) Any person to whom the motor vehicle is transferred for the same purposes during the duration of any warranty applicable to the motor vehicle; and (3) Any other person entitled by the terms of the warranty to enforce its obligations.
4. Nonconformity defined	<p>A failure to conform with a warranty, a defect or a condition, including those that do not affect the driveability of the vehicle, that significantly impairs the use, market value or safety of the motor vehicle.</p> <p>“Significant impairment” means to render the motor vehicle unfit, unreliable or unsafe for ordinary use or reasonable intended purposes.</p>
5. Warranty defined	Any implied warranty or any written warranty of the manufacturer, or any affirmations of fact or promise made by the manufacturer in connection with the sale or lease of a motor vehicle that become part of the basis of the bargain. “Warranty” pertains to the obligations of the manufacturer in relation to materials, workmanship, and fitness of a motor vehicle for ordinary use or reasonable intended purposes throughout the duration of the lemon law rights period.
6. Lemon law rights period	The period ending 18 months after the date of the original delivery to the consumer of a new motor vehicle. The lemon law rights period is extended if the manufacturer has been notified of the existence of a nonconformity but the nonconformity has not been effectively repaired by the manufacturer, its agent or authorized dealer before the expiration of the lemon law rights period.
7. Manufacturer’s obligation to repair	<p>If a new motor vehicle does not conform to all warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the manufacturer’s warranty period, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the warranties.</p> <p>The necessary repairs must be made even after the expiration of the manufacturer’s warranty period.</p>
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, its agents or authorized dealers do not conform the motor vehicle to any applicable warranty by repairing or correcting any nonconformity after a reasonable number of attempts during the <i>lemon law rights period</i> , the manufacturer must either replace or repurchase the motor vehicle. The consumer has an unconditional right to choose a refund rather than a replacement motor vehicle, and to drive the nonconforming motor vehicle until the replacement or repurchase is provided.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, within 18 months following the date of the motor vehicle’s original delivery, any of the following occurs:</p> <ul style="list-style-type: none"> (1) The same nonconformity has been subject to repair three or more times by the manufacturer, its agents or authorized dealers, and the same nonconformity continues to exist; (2) A nonconformity that is a serious safety defect (a life-threatening malfunction that impedes the consumer’s ability to control or operate the motor vehicle for ordinary use or reasonable intended purposes, or creates a risk of fire or explosion) has been subject to repair one or more times by the manufacturer, its agents or authorized dealers, and the same nonconformity continues to exist; or (3) The motor vehicle is out of service due to repair for a cumulative total of 30 calendar days,

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	unless repairs could not be performed because of conditions beyond the control of the manufacturer, its agents or authorized dealers, including war, invasion, strike, fire, flood or other natural disasters.
10. Notice of nonconformity and final opportunity to repair	<p>The consumer or consumer's representative must notify the manufacturer of the need for correction or repair of the nonconformity. The manufacturer is deemed to have been notified if:</p> <ol style="list-style-type: none"> (1) A written complaint of the defect or defects has been mailed to it; or (2) The manufacturer has responded to the consumer in writing regarding a complaint; or (3) A factory representative has either inspected the motor vehicle or met with the consumer or an authorized dealer regarding the nonconformity. <p>The manufacturer must clearly and conspicuously disclose to the consumer, in the warranty or owner's manual, that written notification of the nonconformity to the manufacturer is required.</p> <p>If the conditions of the <i>presumption</i> exist, and the manufacturer has not been notified that the conditions exist, then the manufacturer is given an additional opportunity to correct or repair the nonconformity, not to exceed 15 days.</p>
11. Affirmative defenses	<p>It is an affirmative defense that:</p> <ol style="list-style-type: none"> (1) The alleged nonconformity does not significantly impair the use, market value, or safety of the motor vehicle, or (2) The nonconformity is the result of abuse, neglect, or unauthorized modification or alteration of the motor vehicle by a consumer.
12. Refund	<p>Refund consists of:</p> <ol style="list-style-type: none"> (1) The full contract price; (2) All collateral charges, meaning any sales-related or lease-related charges including but not limited to sales tax, license fees, registration fees, title fees, finance charges and interest, transportation charges, dealer preparation charges, or any other charges for service contracts, undercoating, rust proofing, or installed options, not recoverable from a third party. In addition, "collateral charges" for leased vehicles means capitalized cost reductions, credits and allowances for any trade-in vehicles, fees to another to obtain the lease, and insurance or other costs expended by the lessor for the benefit of the lessee; (3) Incidental damages, including expenses reasonably incurred in inspection, receipt, transportation, and care and custody of the motor vehicle rightfully rejected, any commercially reasonable charges, expenses or commissions in connection with effecting cover, and any other reasonable expense incident to the breach of warranty; and (4) An amount for mileage, expenses, and reasonable loss of use necessitated by attempts to conform the motor vehicle to the express warranty; (5) Less a reasonable allowance for the consumer's use of the vehicle up to the date of the first notice of nonconformity that is given to the manufacturer, its agents or authorized dealer. <p>A leased vehicle must be returned to the manufacturer and the consumer's lease must be terminated by the lessor without penalty to the consumer. The lessor must transfer title to the manufacturer as necessary to effectuate the consumer's rights.</p>
13. Replacement	<p>Replacement is a comparable motor vehicle acceptable to the consumer.</p> <p>The manufacturer must also pay to the consumer an amount for mileage, expenses, and reasonable loss of use necessitated by attempts to conform the motor vehicle to the express warranty.</p> <p>A leased vehicle must be returned to the manufacturer and the consumer's lease must be terminated by the lessor without penalty to the consumer. The lessor must transfer title to the manufacturer as necessary to effectuate the consumer's rights.</p>
14. Reasonable allowance	<p>Applies to a refund and a replacement. A reasonable allowance for the consumer's use of the vehicle is up to the date of the first notice of a nonconformity to the manufacturer, its agents or authorized dealer. The reasonable allowance for use may not exceed 1/2 of the amount allowed per mile by the Internal Revenue Service for use of a personal vehicle for business purposes, plus an amount to account for any loss to the fair market value of the motor vehicle resulting from damage beyond normal wear and tear, unless the damage resulted from a nonconformity.</p>
15. Refund of sales tax	<p>Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.</p>

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16. Enhanced damages	In any action brought because the manufacturer failed to comply with the decision of an informal dispute settlement procedure, within the scope of the procedure's authority, the court may triple the value of the award plus award other equitable relief the court deems appropriate, including additional attorney's fees.
17. Attorney's fees	Any consumer who is successful in an action under the lemon law, or any defendant in any frivolous action brought by a consumer, will receive reasonable attorney's fees, expert witness fees and court costs incurred by bringing such actions.
18. Statute of limitations	An action must be commenced within 18 months following the date of the motor vehicle's original delivery to the consumer. A consumer whose good faith attempts to settle the dispute in an informal dispute settlement procedure have not resulted in the satisfactory resolution of the matter, may commence an action within the longer of (1) one year from the date of the manufacturer's final action in the procedure, as long as the procedure was initiated within the lemon law rights period; or (2) the original 18-month period.
19. Private dispute resolution program	If the manufacturer has established or participates in an informal dispute settlement procedure, it is the consumer's choice whether or not to use it prior to asserting lemon law rights.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles	<p>A manufacturer or distributor must disclose to any dealer licensed in Virginia that the motor vehicle being transferred to the dealer was returned to the manufacturer or distributor under the lemon law or by judgment, decree, or arbitration award in Virginia or any other state, must disclose to the dealer this information.</p> <p>If the returned vehicle is then made available for resale or for another lease, prior to sale or lease the manufacturer must disclose to the Virginia dealer in writing in a clear and conspicuous manner, on a separate piece of paper in 10 point capital type, that the motor vehicle was returned to the manufacturer, distributor or factory branch; the nature of the defect that resulted in the return; and the condition of the motor vehicle at the time of transfer to the dealer. It is the responsibility of the dealer that receives this disclosure to give notice of its contents to any prospective purchaser or lessee prior to sale or lease, and to transfer the disclosure or a copy to the next purchaser or lessee. A dealer's responsibility ceases upon the sale or lease of the affected motor vehicle to the first purchaser or lessee not for resale or lease.</p>
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.

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