

## WISCONSIN LEMON LAW SUMMARY

<b>EXECUTIVE SUMMARY</b>	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Not specified. Repair attempts/days out of service must occur before the earlier of (1) expiration of the warranty or (1) one year following first delivery to the consumer.
<b>ELIGIBLE VEHICLE</b>	Any motor driven vehicle that (1) is required to be registered in Wisconsin or is exempt from registration as a nonresident or foreign-registered vehicle and (2) a consumer purchases or accepts transfer of in Wisconsin. Includes a demonstrator or executive vehicle. Excludes mopeds, semitrailers, or trailers designed for use in combination with a truck or truck tractor.  Does not cover used vehicles.
<b>ELIGIBLE CONSUMER</b>	(1) <b>Purchaser</b> of a new motor vehicle, if the vehicle was purchased from a dealer for purposes other than resale; (2) a person to whom the motor vehicle is transferred during the warranty period unless the vehicle is transferred for purposes of resale; (3) a person who may enforce the vehicle's warranty; and (4) a person who <b>leases</b> a motor vehicle under a written lease.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of expiration of the warranty or one year following first delivery to the consumer.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Earlier of expiration of the warranty or one year following first delivery to the consumer.
<b>PRESUMPTION OR DEFINITION</b>	<b>Definition:</b> during earlier of the warranty term or one year after first delivery to a consumer, either (1) same nonconformity is subject to repair 4 or more times; or (2) out of service for 30 or more days because of warranty nonconformities.
<b>NOTICE TO MANUFACTURER</b>	Before consumer may receive replacement or repurchase.
<b>FINAL OPPORTUNITY TO REPAIR</b>	Not specified.
<b>REASONABLE ALLOWANCE</b>	Refund only: may not exceed miles before nonconformity first reported to dealer, divided by 100,000 and multiplied by purchase price or amount of lease obligation. (Motorcycles use 20,000.)
<b>DISPUTE RESOLUTION</b>	Consumer may not bring court action unless first resorts to manufacturer's program if it is certified.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	Yes.
<b>TITLE BRANDING</b>	Yes.

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1. <b>Citation</b>	Wisconsin Statutes § 218.0171, and Wisconsin Admin. Code §§ Trans. 143.01 through Trans. 143.11.
2. <b>Motor vehicle covered</b>	Covers any motor driven vehicle that (1) is required to be registered in Wisconsin or is exempt from registration as a nonresident or foreign-registered vehicle and (2) a consumer purchases or accepts transfer of in Wisconsin. This includes a demonstrator or executive vehicle, but does not include mopeds, semitrailers, or trailers designed for use in combination with a truck or truck tractor.  Does not cover used vehicles.
3. <b>Consumer covered</b>	(1) The purchaser of a new motor vehicle, if the vehicle was purchased from a dealer for purposes other than resale; (2) A person to whom the motor vehicle is transferred during the warranty period unless the vehicle is transferred for purposes of resale; (3) A person who may enforce the vehicle's warranty; and (4) A person who leases a motor vehicle under a written lease.
4. <b>Nonconformity defined</b>	A condition or defect that (1) Is covered by an express warranty of the manufacturer applicable to the motor vehicle or to a component of the motor vehicle, and (2) Substantially impairs the use, value or safety of a motor vehicle.  A nonconformity does not include a condition or defect that is the result of abuse, neglect, or unauthorized modification or alteration of a motor vehicle by a consumer.
5. <b>Warranty defined</b>	Not defined.
6. <b>Lemon law rights period</b>	Not specified.
7. <b>Manufacturer's obligation to repair</b>	A nonconformity must be repaired if, before the expiration of the warranty or one year after the vehicle's first delivery to the consumer, whichever is sooner, the consumer reports the nonconformity to the manufacturer, lessor, or the an authorized dealer and makes the vehicle available for repair.
8. <b>Manufacturer's obligation to repurchase or replace</b>	If after a reasonable attempt to repair the nonconformity is not repaired, the manufacturer must either repurchase the vehicle or, if the vehicle is owned, replace the vehicle. [The lemon law does not provide for replacement of a leased vehicle.]
9. <b>Criteria for reasonable number of repair attempts</b>	Defined to have occurred if, within the term of a vehicle's warranty or within one year after the vehicle's first delivery to a consumer, whichever is sooner: (1) The same nonconformity is subject to repair by the manufacturer, lessor, or any of the manufacturer's authorized dealers at least 4 times and the nonconformity continues. A nonconformity may be "subject to repair" if the vehicle was presented to the dealership for repair; or (2) The vehicle is out of service for an aggregate of at least 30 days because of warranty nonconformities. A vehicle is out of service if it is not capable of rendering service as warranted due to a nonconformity, even though the vehicle may be in possession of the consumer and may still be driven by the consumer, as long as the consumer provided notice and made the vehicle available for repair.
10. <b>Notice of nonconformity and final opportunity to repair</b>	To receive a replacement or refund, a consumer must notify the manufacturer to request one of these remedies and must offer to transfer title of the motor vehicle to the manufacturer.

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<b>11. Affirmative defenses</b>	Not specified. A nonconformity does not include a condition or defect that is the result of abuse, neglect, or unauthorized modification or alteration of a motor vehicle by a consumer.
<b>12. 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, not including any cash rebate. Wisconsin Department of Transportation has advised that “full purchase price” is the purchase price as set out on the contract, without any adjustment for negative equity or trade-in overallowance;</li> <li>(2) Sales taxes paid by the consumer, as well as any other amounts paid by the consumer at the point of sale;</li> <li>(3) Finance charges incurred by the consumer; and</li> <li>(4) Collateral costs, which are defined as expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining alternative transportation;</li> <li>(5) Less a reasonable allowance for the vehicle’s use.</li> </ol> <p>When the manufacturer provides the refund, the consumer must return the nonconforming motor vehicle to the manufacturer and provide the manufacturer with the certificate of title and all endorsements necessary to transfer title to the manufacturer.</p> <p><b>Leased Vehicle</b></p> <p>Refund consists of:</p> <p><i>To the lessor:</i> The current value of the written lease. This is defined as –</p> <ol style="list-style-type: none"> <li>(1) The total amount for which the lease obligates the consumer during the period of the lease remaining after its early termination;</li> <li>(2) The motor vehicle dealer’s early termination costs [any expenses or obligation the lessor incurs as a result of early termination]; and</li> <li>(3) The value of the motor vehicle at the lease expiration date if the lease sets forth that value;</li> <li>(4) Less the motor vehicle lessor’s early termination savings [any expenses or obligation the lessor avoids as a result of early termination of the lease and the vehicle’s return]. This includes any interest charges the lessor would have paid to finance the motor vehicle. If the lessor does not finance the vehicle, the early termination savings includes the difference between the total amount for which the lease obligates the consumer during the period of the lease term remaining after the early termination and the present value of that amount at the date of the early termination.</li> </ol> <p><i>To the lessee:</i></p> <ol style="list-style-type: none"> <li>(1) The amount the consumer paid under the written lease; and</li> <li>(2) Any sales tax and collateral costs [expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining alternative transportation];</li> <li>(3) Less a reasonable allowance for the vehicle’s use.</li> </ol> <p>When the manufacturer provides the refund, the consumer must return the nonconforming motor vehicle to the manufacturer. The lessor must provide to the manufacturer the certificate of title and all endorsements necessary to transfer title to the manufacturer.</p>
<b>13. Replacement</b>	<p>Replacement is available for a purchased vehicle only, and is a comparable new vehicle. A demonstrator may be a comparable replacement if the returned vehicle was also a demonstrator.</p> <p>When the manufacturer replaces a vehicle, it must also refund any collateral costs [expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining alternative transportation].</p> <p>When the manufacturer provides the replacement motor vehicle, the consumer must return the nonconforming motor vehicle to the manufacturer and provide the manufacturer with the certificate of title and all endorsements necessary to transfer title to the manufacturer.</p>
<b>14. Reasonable allowance</b>	Applies to a refund only. The reasonable allowance for a vehicle’s use may not exceed the amount set out in the following formula for owned automobiles or trucks:

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	<p> <math display="block">\frac{\text{miles vehicle driven before nonconformity was first reported to motor vehicle dealer}}{100,000} \times \text{full purchase price}</math> </p> <p>The reasonable allowance for use may not exceed the amount set out in the following formula for leased automobiles or trucks:</p> <p> <math display="block">\frac{\text{miles vehicle driven before nonconformity was first reported to manufacturer, dealer or lessor}}{100,000} \times \text{total amount for which the lease obligates consumer}</math> </p> <p>In computing the reasonable allowance for use of a motorcycle, the denominator in each formula should be changed from 100,000 to 20,000.</p>
15. <b>Refund of sales tax</b>	Manufacturer refunds sales tax to the consumer. The Department of Revenue refunds to the manufacturer any sales tax that the manufacturer refunds to the consumer if the manufacturer provides the Department with a written request along with evidence that the sales tax was paid when the motor vehicle was purchased and was refunded to the consumer.
16. <b>Enhanced damages</b>	The court will award to a consumer who prevails in an action under the lemon law twice the amount of any pecuniary loss.
17. <b>Attorney's fees</b>	The court will award to a consumer who prevails in an action under the lemon law costs, disbursements and reasonable attorney fees, and any equitable relief the court determines appropriate.
18. <b>Statute of limitations</b>	Not specified.
19. <b>Manufacturer-sponsored arbitration</b>	If a manufacturer participates in an informal dispute settlement procedure and that procedure has been certified by the Department of Transportation as complying with applicable regulations, a consumer may not bring an action in court under the lemon law unless the consumer first resorts to that informal dispute settlement procedure.
20. <b>State-sponsored arbitration</b>	Not specified.
21. <b>Dealer liability</b>	Not specified.
22. <b>Restrictions on resale of returned vehicles</b>	<p>No motor vehicle returned by a consumer or lessor under any state's lemon law may be sold or leased again in Wisconsin unless full disclosure of the reasons for return is made to an prospective buyer or lessee.</p> <p>Before issuing a new or duplicate certificate of title for a motor vehicle, the Department of Transportation will permanently record on the certificate that the vehicle was a "manufacturer's buyback vehicle." "Manufacturer's buyback vehicle" means a motor vehicle repurchased by its manufacturer, or by an authorized distributor or dealer with compensation from the manufacturer, because of a nonconformity that was not corrected after a reasonable attempt to repair the nonconformity under any state's lemon law.</p> <p>No person may transfer a motor vehicle without disclosing in writing to the transferee that the vehicle was a manufacturer's buyback vehicle. No transferor may knowingly give a false statement to a transferee in making the disclosure.</p>
23. <b>Point of sale notice of lemon law rights</b>	Not specified.
24. <b>Limitation on waiver</b>	Any waiver by a consumer of lemon law rights is void.

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