

## **STANDARDS OF THE CONNECTICUT LEMON LAW**

The following is a brief explanation of most relevant provisions of the Connecticut lemon law. The complete text of the lemon law can be found at Conn. Gen. Stat. Ann. Sec. 42-179 *et seq.*

### **VEHICLES COVERED**

The Connecticut lemon law applies to passenger motor vehicles, passenger/commercial motor vehicles, and motorcycles that are sold or leased in the state.

“Passenger motor vehicle” means a motor vehicle:

1. Used for the private transportation of persons and their personal belongings;
2. Designed to carry occupants in comfort and safety;
3. With not less than 50% of the total area enclosed by the outermost body contour lines, excluding the area enclosing the engine, as seen in a plain view, utilized for designated seating positions and necessary legroom; and
4. With a capacity of carrying not more than 10 passengers including the operator.

“Passenger and commercial motor vehicle” means a motor vehicle used for private passenger and commercial purposes that is eligible for combination registration.

“Combination registration” means the type of registration issued to a motor vehicle used for both private passenger and commercial purposes if the vehicle does not have a gross vehicle weight rating in excess of ten thousand pounds.

### **CONSUMERS COVERED**

The lemon law covers the following consumers:

1. The purchaser, other than for purposes of resale, of a motor vehicle;
2. A lessee of a motor vehicle;
3. Any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; and
4. Any person entitled by the terms of an express warranty applicable to a motor vehicle to enforce the warranty obligations.

### **VEHICLE CONVERTERS**

The lemon law does not apply to vehicle converters.

### **PROBLEMS COVERED**

The lemon law covers any defect or condition that substantially impairs the use, safety or value of the motor vehicle to the consumer. This is referred to as a *nonconformity*.

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The lemon law provides manufacturers with an affirmative defense if it can be shown that a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of the motor vehicle by a consumer.

### **MANUFACTURER'S DUTY TO REPAIR**

If a motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the period of two years following the date of the motor vehicle's original delivery to a consumer or the first 24,000 miles of operation, whichever occurs first, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the express warranties.

The necessary repairs must be made even if the applicable period has expired.

### **MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE**

If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting a nonconformity after a *reasonable number of attempts*, then the manufacturer must either replace or repurchase the motor vehicle.

### **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The Connecticut lemon law establishes a *presumption* that a reasonable number of attempts has been undertaken to conform a motor vehicle to the applicable express warranties if any of the following occurs:

1. During the period of two years following the date of the motor vehicle's original delivery to a consumer or the first 24,000 miles of operation, whichever occurs first, either:
  - the same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, but the nonconformity continues to exist; or
  - the motor vehicle is out of service by reason of repair for a cumulative total of 30 or more calendar days.
2. Within the express warranty term or during the period of one year following the date of the motor vehicle's original delivery to a consumer whichever occurs first:
  - the vehicle has a nonconformity that results in a condition likely to cause death or serious bodily injury if the vehicle is driven;
  - the nonconformity has been subject to repair at least twice by the manufacturer, its agents or authorized dealers; and
  - the nonconformity continues to exist.

The two year, 30 day, and one year period, and the term of an express warranty, are extended by any period of time during which repair services are not available to the consumer because of war, invasion, strike or fire, flood or other natural disaster.

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## **NOTICE AND OPPORTUNITY TO REPAIR**

A consumer may not be required to notify the manufacturer of a claim under the lemon law unless the manufacturer has clearly and conspicuously disclosed, in the warranty or owner's manual, that written notification of the nonconformity is required before the consumer is eligible for a refund or replacement of the vehicle.

A consumer may not assert a claim under the lemon law unless the manufacturer, its agent or authorized dealer has made at least one attempt to repair the nonconformity, or the manufacturer, its agent or authorized dealer has refused to attempt to repair the nonconformity.

## **DISPUTE RESOLUTION**

The lemon law provisions requiring repurchase or replacement of a nonconforming motor vehicle do not apply to a consumer who has not first used an informal dispute settlement procedure that has been certified by the Attorney General as complying with 16 C.F.R. Part 703 and the lemon law.

If the manufacturer has not established an informal dispute settlement procedure that has been certified by the Attorney General, the consumer may request arbitration through the procedure established by the Department of Consumer Protection.

## **TIME PERIOD FOR FILING CLAIMS**

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

# REMEDIES UNDER THE CONNECTICUT LEMON LAW

## REPURCHASE

The Connecticut lemon law sets out the following amounts that a manufacturer must pay when it repurchases a motor vehicle under the lemon law:

1. The full contract price of the vehicle, including but not limited to charges for undercoating, dealer preparation and transportation, and installed options;
2. All collateral charges, including but not limited to sales tax, license and registration fees, and similar government charges;
3. All finance charges incurred by the consumer after the consumer first reports the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is out of service by reason of repair; [Although the lemon law limits the award of finance charges to periods when the vehicle is out of service due to repair, the Office of the Attorney General has interpreted other lemon law provisions as permitting the refund of all earned finance charges.]
4. Incidental damages directly caused by the vehicle's nonconformity, including reasonably incurred charges for alternate transportation, towing, and lodging.

Refunds must be made to the consumer, lessor and lienholder, if any, as their interests may appear.

The Connecticut lemon law provides that a reasonable allowance for the consumer's use of the motor vehicle be subtracted from the repurchase amounts. The reasonable allowance for use is calculated in accordance with the following formula:

$$\begin{array}{rcc} \text{reasonable} & \begin{array}{l} \# \text{ miles vehicle traveled attributable} \\ \text{to use by the consumer before the} \\ \text{manufacturer's acceptance of its return} \end{array} & \text{total} \\ \text{allowance} & = \text{-----} & \text{X contract} \\ \text{for use} & \qquad \qquad \qquad 120,000 & \text{price} \end{array}$$

[Note that BBB AUTO LINE arbitrators may use the **mileage at the time of the hearing** in this formula instead of the mileage at the time of the manufacturer's acceptance of the vehicle's return.]

## REPLACEMENT

When replacing a vehicle under the Connecticut lemon law, the manufacturer must provide a new vehicle acceptable to the consumer. The reasonable allowance for use does not apply to a replacement.