

STANDARDS OF THE KANSAS LEMON LAW

The following is a brief explanation of most relevant provisions of the Kansas lemon law. The complete text of the lemon law can be found at Kansas Stat. Ann. section 50-645 *et seq.*

VEHICLES COVERED

The Kansas lemon law covers a new motor vehicle sold or leased in Kansas, that is registered for a gross weight of 12,000 pounds or less. The lemon law does not cover the customized parts of motor vehicles that have been added or modified by second stage manufacturers, first stage converters, or second stage converters. Guidance from the Kansas Attorney General's Office indicates that the lemon law does not cover used vehicles.

CONSUMERS COVERED

The lemon law covers the original purchaser or lessee, for purposes other than resale, of a motor vehicle.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any problem that does not conform to all applicable warranties. This is referred to as a *nonconformity*. The Kansas lemon law provides manufacturers with an affirmative defense if it can be shown that:

1. An alleged nonconformity does not substantially impair the use and value of the vehicle; or
2. 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 warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the term of any warranties or within one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the warranties. The necessary repairs must be made even if the warranty term or the one year 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 warranty after a *reasonable number of attempts*, then the manufacturer must either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

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

1. During the term of any warranty or within one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first, the same nonconformity that substantially impairs the use and value of the motor vehicle to the consumer has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist;
2. During the term of any warranty or within one year following the date of the motor vehicle's original delivery to a consumer, whichever comes first, the motor vehicle is out of service due to repair for a cumulative total of 30 or more calendar days; or
3. There have been ten or more attempts by the manufacturer, its agents or authorized dealers to repair any nonconformities that substantially impair the use and value of the motor vehicle to the consumer.

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

NOTICE TO THE MANUFACTURER

The *presumption* that a reasonable number of repair attempts has been undertaken does not apply against a manufacturer unless the manufacturer has received actual notice of the nonconformity.

DISPUTE RESOLUTION

If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

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 KANSAS LEMON LAW

REPURCHASE

The Kansas 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 purchase or lease price; and
2. All collateral charges;
3. Less a reasonable allowance for use.

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

The reasonable allowance for use is that amount directly attributable to use by the consumer and any previous consumer prior to the first report of the nonconformity to the manufacturer, agent or dealer, and during any subsequent period when the motor vehicle is not out of service by reason of repair. The reasonable allowance is calculated from the most recent edition of *Your Driving Costs*, published by the American Automobile Association.

REPLACEMENT

When replacing a vehicle under the Kansas lemon law, the manufacturer must provide a comparable vehicle under warranty. The reasonable allowance for use appears not to apply to a replacement.