



Back in the Driver's Seat

Connecticut's Lemon Law Automobile
Dispute Settlement Program



CONNECTICUT DEPARTMENT OF
CONSUMER PROTECTION

Connecticut's Lemon Law Automobile Dispute Settlement Program

Purchasing a new car is a big investment, and sometimes things go wrong even when you do everything right. Connecticut's Lemon Law Arbitration Program may be able to assist you if your car was purchased in Connecticut and has serious defects.

This guide is meant to help you understand the requirements and application process for the program, help you prepare for an arbitration hearing should you have one, and give you additional resources.

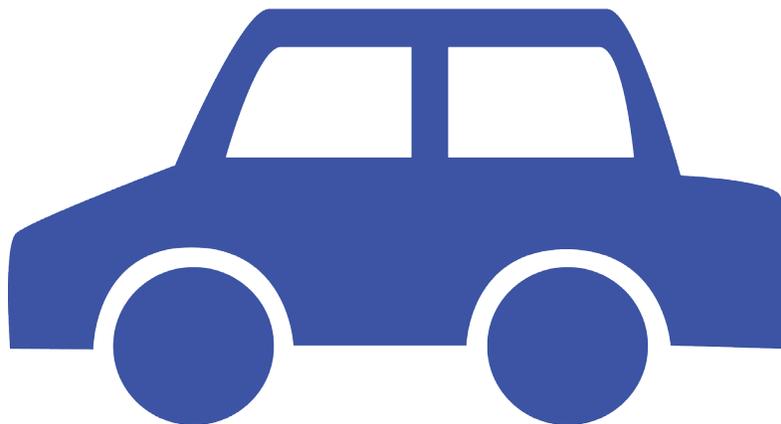


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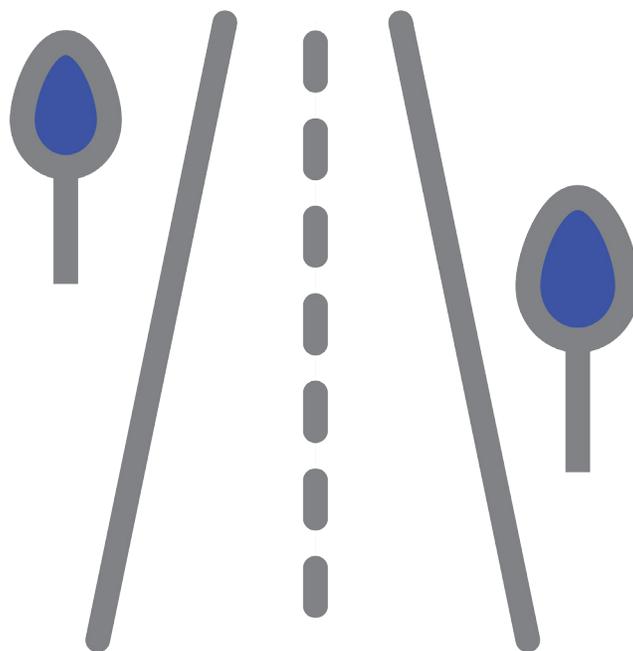
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What is Connecticut's Lemon Law?

The “Lemon Law” is the common name for Connecticut General Statute Chapter 743b, “Automobile Warranties.” It establishes an informal process for resolving disputes between consumers and automobile manufacturers called arbitration.

If you own a “lemon” purchased or leased in Connecticut, you may be eligible for the State’s Lemon Law Arbitration Program managed by the Department of Consumer Protection (DCP).

The law defines a “lemon” as a motor vehicle (*meaning a passenger car, combination, or motorcycle*) purchased or leased in Connecticut that does not conform to the manufacturer’s express warranty, and cannot be repaired after “a reasonable number of attempts.”



Eligibility Criteria

The Lemon Law covers vehicles that are purchased or leased and registered in Connecticut as “passanger”, “combination”, or “motorcycle” for the first 24,000 miles or two (2) years.

Vehicles are covered if they:

- Do not conform to the manufacturer’s express warranty;
- Have a defect or condition which substantially impairs the use, safety or value of the motor vehicle and required repairs that were attempted during the eligibility period; and*
- Have manufacturer’s defects that occurred during an eligibility period of the first two (2) years from the original owner’s delivery date OR the first 24,000 miles on the odometer (*whichever period ends first*).

**The time period involved may be extended when repair service is unavailable due to war, strike or natural disaster.*

What is NOT Covered?

- Defects not covered under the manufacturer’s express warranty
- Defects caused by the consumer’s abuse, neglect or unauthorized modification of the vehicle

Repair Attempts

You must have a reasonable number of repair attempts before being able to use the Connecticut Lemon Law Arbitration Program. Please note that repair attempts must be within the eligibility period.

A “reasonable number” can mean any of the following:

The law presumes that a “reasonable number” is four (4). However, you may have a claim with fewer repair attempts. In that case, be prepared to make an argument regarding why you believe that number of repair attempts is reasonable. *For example, a defect that causes injury may be eligible.*

OR

When the vehicle has been out of service for repair at the dealership for a cumulative total of thirty (30) days or more for any number of unrelated problems.

OR

In the case there is a safety defect likely to cause death or serious injury if the vehicle is driven, and the defect continues to exist after two (2) or more attempts during the first year of operation or the term of the express warranty, whichever period ends first.

How to Apply for the Program



Contact DCP and ask for the “Request for Arbitration” form. Find the eligibility quiz to verify you are eligible by visiting www.ct.gov/DCP/lemon.

Once you have determined you are eligible, you may access and print the arbitration form from DCP’s website. Once you obtain the arbitration form, complete it and send it to DCP as soon as possible with the required \$50.00 fee.

Notifying the Manufacturer

Report your vehicle's problems to the dealer or the manufacturer immediately. Check your owner's manual or warranty booklet for the contact information of the zone office designated to receive your complaint. The warranty booklet should also tell you if the manufacturer requires written notification of a claim requesting a refund or replacement vehicle. If such notification is required, you must write to the manufacturer. *Please include a copy of your letter to the manufacturer with your Lemon Law application.*

If you lease your vehicle, you *must* advise the leasing company that you are applying for Lemon Law Arbitration, and if they wish to be a party to the proceedings, they must advise DCP of their intent within ten (10) days of their receipt of your letter. The letter to the leasing company *must* be sent certified or registered, and a copy of the letter and postal receipt *must* be included with your application.



Cost

The law requires that you pay a \$50.00 filing fee when you submit your Request for Arbitration. If it is determined that your case does not qualify for arbitration, the fee will be returned to you.

Please make sure to review the last page of the application, which is a checklist. All of the items listed on the checklist MUST be included with the application form as collectively, they complete the application package.

Review of Eligibility

DCP will review your Request for Arbitration to make sure all necessary documents have been submitted. If information has been omitted, your Request for Arbitration will be returned to you along with a list of the information or documents required to complete the submission. If all documents and information have been included, DCP will complete an initial review of your case to determine whether basic eligibility criteria have been met.

If DCP's review indicates that your case is not eligible for arbitration, your filing fee will be returned to you with an explanation as to why your case did not qualify. If DCP's review indicates that your case is eligible for arbitration, the manufacturer will be notified and asked to submit a manufacturer's statement and filing fee of \$250.

The arbitrator will make the final determination as to the eligibility of your case. It *is* possible for a case to be deemed ineligible by the arbitrator even though it was initially deemed eligible by DCP.



Arbitrators

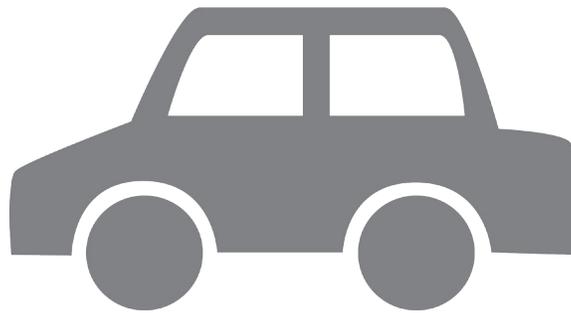
The arbitrator has been trained to settle disputes. All arbitrators have completed a training program before being appointed. All documents pertaining to the case are forwarded to the arbitrator prior to your scheduled hearing.

An Automotive Technical Expert is also assigned to all oral hearings and acts as advisor and consultant to the arbitrator.

Arbitration Hearings

You and the manufacturer's representative will be present at a scheduled hearing. Both parties will have the opportunity to present their case before the arbitrator.

The hearing is *not* structured like a court of law. Typically, the consumer is heard first, followed by the manufacturer. Either party is able to ask the other questions. The arbitrator may also have questions, and may order the Automotive Technical Expert to inspect the vehicle. If possible, bring the vehicle to the hearing to avoid scheduling an inspection for a later date.



How do I Prepare for my Arbitration Hearing?

- Use your "Request for Arbitration" form as a guide. The form you have prepared will contain much of the information you will need at the hearing.
- Bring records of everything pertaining to the dispute including all correspondence, work orders, receipts, and warranties.
- Organize your records in chronological order. That will help guide you in presenting the history of the problem.
- You may bring witnesses and/or any documentation you feel necessary to support your case.
- Prepare an outline of the major points you wish to present to help you remember relevant information.
- Prepare a list of questions to ask the manufacturer's representative.
- Prepare a final summary, which should briefly review the facts you have discussed. This should include a statement regarding your opinion of a fair resolution to the dispute.

When present at the hearing, be prepared to:

- State the specific nature of the defect, or condition of the vehicle;
- Restate any conversations with dealer's or manufacturer's representatives;
- Describe any new developments which may have occurred since you submitted your "Request for Arbitration" form;
- Describe any repair attempts or other actions taken;
- State what action(s) you believe would constitute a fair resolution of the dispute;
- State why you feel the vehicle is a "lemon." *For example, how has the use, safety, and/or value been substantially impaired?*



REMEMBER: The purpose of the hearing is to allow the arbitrator to gather facts, evaluate information presented by both sides and render a fair decision. Therefore, be prepared to offer SUBSTANTIAL PROOF of each point you make, especially those you feel the manufacturer may dispute, as the burden of proof is on the consumer.

Attorneys

The Lemon Law Arbitration Program is designed to be accessible to all Connecticut residents. Most consumers using the program do not use an attorney. However, you are free to use one if you choose. If your attorney will be presenting your case, please notify DCP no later than two (2) days prior to the hearing.

If anyone other than the purchaser of the vehicle will be presenting the case in your absence, please notify DCP no later than one (1) day prior to the hearing. If you will be present at the hearing with another individual who is presenting your testimony, *no prior notification is required*. You also have the right to have a third party with you in your presentation, or to have a third party act as a consultant, interpreter or translator.



Refund & Replacement Process

The law provides basic guidelines for refunds and replacements, but there is no fixed rule. Each case is treated individually by the arbitrator when determining an award. If the decision is in your favor, the award will generally be:

A replacement with a comparable new car.

OR

A refund of the price you paid for the vehicle according to your contract. An arbitrator may or may not award a mileage deduction for the use of the vehicle. Refund or replacement awards may also include reimbursement for other damages or costs. *Be advised to keep your receipts.*

If the arbitrator finds the defects in question do not substantially impair the use, safety or value of the vehicle, a “no action” decision will be made. Your recourse would then be to seek legal counsel for private litigation against the manufacturer.

Arbitration Decisions and Awards

DCP typically resolves disputes within **60 days** from the date the completed form is received to the date a decision is reached. Once the arbitrator renders the decision, it cannot be changed or modified, either by the arbitrator or DCP.

What if I'm dissatisfied with the arbitration decision?

In most cases, the decision of the arbitrator will be final. You will not be able to appeal the decision to the court except under very limited circumstances.

If you are considering taking legal action against the manufacturer of your automobile, you should consult with a private attorney before signing the Agreement to Arbitrate. The best way to find out how to appeal a decision is to consult with an attorney.

You and the manufacturer both have the right to appeal the decision to superior court within thirty (30) days of receiving the decision.

When can I expect the manufacturer to comply with an arbitration award?

The written decision will state the exact date for the manufacturer's compliance. The arbitrator will make every effort to see that the problem is resolved at the earliest possible date.

DCP will contact you within ten (10) days after the performance date to make sure that the manufacturer has complied with the arbitrator's decision. If the manufacturer has not complied, you may also contact DCP.

If the manufacturer has not complied with the award, the case may be referred to the Office of the Attorney General.

What if I request arbitration, but the manufacturer and I resolve the problem on our own?

You are free to reach a settlement through your own efforts at any time before the arbitrator renders the decision. If this happens, you must contact DCP with the terms of the settlement.

The information you send to DCP should include:

- The specific terms of the pre-hearing settlement.
 - Was there a refund, replacement, repair or other remedy?
 - Who will pay for the difference in model/year upgrade, and how much will it be?
 - Will there be a deduction for mileage?
 - Who is responsible for the registration of the new vehicle, including the cost of registration?
 - Who is responsible for the difference in sales tax?
 - If the settlement is a repair, what will happen if the repair does not work?
 - What type of warranty will be given with the replacement or repair?
 - What monies is the consumer responsible for?
 - What monies is the manufacturer responsible for?
- The date on which you accepted the manufacturer's offer of a settlement.
- The date by which the terms of the decision settlement will occur.

Before you accept an agreement from the manufacturer make sure all costs are in writing. This will avoid any problems or "hidden costs" when the exchange takes place.
DCP has *no jurisdiction* over a pre-decision settlement.

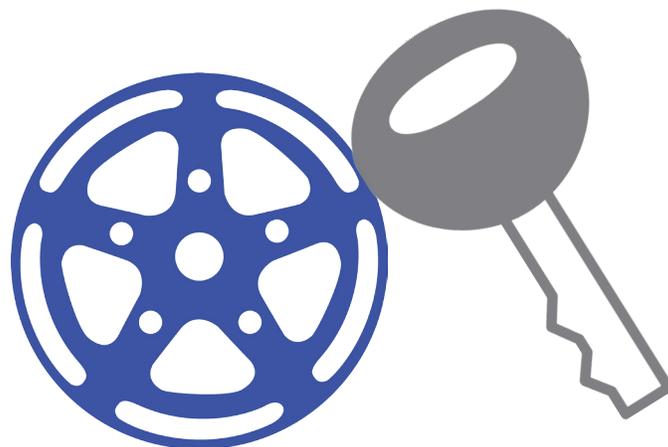
If we reach an agreement on our own but the manufacturer then does not meet the terms, what should I do?

Notify the DCP Lemon Law Unit in writing if the terms of your settlement are not met within your agreed upon time frame. At that point, the state arbitration process will continue.

The Lemon Law does not cover settlements made between a consumer and manufacturer prior to a decision by the arbitrator.

Posted Notices in Dealerships

A conspicuous notice of the state operated arbitration program must be displayed in all car dealerships unless they have a manufacturers informal dispute settlement program approved by the Office of the Attorney General.



Owner's Resource List

Department Of Consumer Protection Automotive Dispute Settlement Program

450 Columbus Blvd., Suite 901 Hartford, CT 06103
1(800) 538-CARS
(860) 713-6120
dcp.lemonlaw@ct.gov
www.ct.gov/DCP/lemon

Information on Consumer Class Action Litigation in Auto Cases

Center for Auto Safety
2001 S.Street, N.W.
Washington, D.C. 20009
(202) 328-7700

Connecticut Bar Association
30 Bank Street
New Britain, CT 06050
(860) 223-4400

Information on Auto Recalls or Safety Defects

National Highway Traffic Safety Administration (NHTSA)
Office of Public Affairs & Consumer Service
400 Seventh Street SW
Washington, DC 20590
1-800-424-9393

Other State Agencies

The state in which the vehicle was purchased or leased determines which state's lemon law program you may be eligible for, *not* the state in which you reside. The criteria provided in this booklet pertains only to Connecticut. If you purchased or leased your vehicle in another state, check with that state for eligibility requirements.

State of Rhode Island

Office Of the Attorney General
150 South Main St.
Providence, RI. 02903
(401) 274-4400

State of Massachusetts

Consumer Coordinator
Executive Office of Consumer Affairs
One Ashburton Place
Room 1411
Boston, MA 02108
(617) 727-7780

State of New York

Chairperson & Executive Director
New York State Consumer Protection Board
99 Washington Avenue
Albany, NY 12210

**For more information, and to address
questions you may contact:**



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