



Connecticut Lemon Law Statute

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Title 42, Chapter 743b

CHAPTER 743b* NEW AUTOMOBILE WARRANTIES

Sec. 42-179. New motor vehicle warranties. Leased vehicles. Resales. Transfers.

Manufacturer buybacks. (a) As used in this chapter: (1) "Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle, a lessee of a motor vehicle, any person to whom such motor vehicle is transferred during the duration of an express warranty applicable to such motor vehicle, and any person entitled by the terms of such warranty to enforce the obligations of the warranty; and (2) "motor vehicle" means a passenger motor vehicle, a passenger and commercial motor vehicle or a motorcycle, as defined in section 14-1, which is sold or leased in this state.

(b) If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or its authorized dealer during the period of two years following the date of original delivery of the motor vehicle to a consumer or during the period of the first twenty-four thousand miles of operation, whichever period ends first, the manufacturer, its agent or its authorized dealer shall make such repairs as are necessary to conform the vehicle to such express warranties, notwithstanding the fact that such repairs are made after the expiration of the applicable period.

(c) No consumer shall be required to notify the manufacturer of a claim under this section and sections 42-181 to 42-184, inclusive, unless the manufacturer has clearly and conspicuously disclosed to the consumer, in the warranty or owner's manual, that written notification of the nonconformity is required before the consumer may be eligible for a refund or replacement of the vehicle. The manufacturer shall include with the warranty or owner's manual the name and address to which the consumer shall send such written notification.

(d) If the manufacturer or its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect

or condition which substantially impairs the use, safety or value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall replace the motor vehicle with a new motor vehicle acceptable to the consumer, or accept return of the vehicle from the consumer and refund to the consumer, lessor and lienholder, if any, as their interests may appear, the following: (1) The full contract price, 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 he 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, and (4) all incidental damages as defined in section 42a-2-715, less a reasonable allowance for the consumer's use of the vehicle. No authorized dealer shall be held liable by the manufacturer for any refunds or vehicle replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturers' instructions. Refunds or replacements shall be made to the consumer, lessor and lienholder if any, as their interests may appear. A reasonable allowance for use shall be that amount obtained by multiplying the total contract price of the vehicle by a fraction having as its denominator one hundred twenty thousand and having as its numerator the number of miles that the vehicle traveled prior to the manufacturer's acceptance of its return. It shall be an affirmative defense to any claim under this section (1) that an alleged nonconformity does not substantially impair such use, safety or value or (2) that a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a motor vehicle by a consumer.

(e) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if (1) the same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers during the period of two years following the date of original delivery of the motor vehicle to a consumer or during the period of the first twenty-four thousand miles of operation, whichever period ends first, but such nonconformity continues to exist or (2) the vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days during the applicable period, determined pursuant to subdivision (1) of this subsection. Such two-year period and such thirty-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster. No claim shall be made under this section unless at least one attempt to repair a nonconformity has been made by the manufacturer or its agent or an authorized dealer or unless such manufacturer, its agent or an authorized dealer has refused to attempt to repair such nonconformity.

(f) If a motor vehicle has a nonconformity which results in a condition which is likely to cause death or serious bodily injury if the vehicle is driven, it shall be presumed that a reasonable number of attempts have been undertaken to conform such vehicle to the

applicable express warranties if the nonconformity has been subject to repair at least twice by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one year following the date of the original delivery of the motor vehicle to a consumer, whichever period ends first, but such nonconformity continues to exist. The term of an express warranty and such one-year period shall be 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.

(g) (1) No motor vehicle which is returned to any person pursuant to any provision of this chapter or in settlement of any dispute related to any complaint made under the provisions of this chapter and which requires replacement or refund shall be resold, transferred or leased in the state without clear and conspicuous written disclosure of the fact that such motor vehicle was so returned prior to resale or lease. Such disclosure shall be affixed to the motor vehicle and shall be included in any contract for sale or lease. The Commissioner of Motor Vehicles shall, by regulations adopted in accordance with the provisions of chapter 54, prescribe the form and content of any such disclosure statement and establish provisions by which the commissioner may remove such written disclosure after such time as the commissioner may determine that such motor vehicle is no longer defective. (2) If a manufacturer accepts the return of a motor vehicle or compensates any person who accepts the return of a motor vehicle pursuant to subdivision (1) of this subsection such manufacturer shall stamp the words "MANUFACTURER BUYBACK" clearly and conspicuously on the face of the original title in letters at least one-quarter inch high and, within ten days of receipt of the title, shall submit a copy of the stamped title to the Department of Motor Vehicles. The Department of Motor Vehicles shall maintain a listing of such buyback vehicles and in the case of any request for a title for a buyback vehicle, shall cause the words "MANUFACTURER BUYBACK" to appear clearly and conspicuously on the face of the new title in letters which are at least one-quarter inch high. Any person who applies for a title shall disclose to the department the fact that such vehicle was returned as set forth in this subsection. (3) If a manufacturer accepts the return of a motor vehicle from a consumer due to a nonconformity or defect, in exchange for a refund or a replacement vehicle, whether as a result of an administrative or judicial determination, an arbitration proceeding or a voluntary settlement, the manufacturer shall notify the Department of Motor Vehicles and shall provide the department with all relevant information, including the year, make, model, vehicle identification number and prior title number of the vehicle. The Commissioner of Motor Vehicles shall adopt regulations in accordance with chapter 54 specifying the format and time period in which such information shall be provided and the nature of any additional information which the commissioner may require. (4) The provisions of this subsection shall apply to motor vehicles originally returned in another state from a consumer due to a nonconformity or defect in exchange for a refund or replacement vehicle and which a lessor or transferor with actual knowledge subsequently sells, transfers or leases in this state.

(h) All express and implied warranties arising from the sale of a new motor vehicle shall be subject to the provisions of part 3 of article 2 of title 42a.

(i) Nothing in this section shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

(j) If a manufacturer has established an informal dispute settlement procedure which is certified by the Attorney General as complying in all respects with the provisions of Title 16 Code of Federal Regulations Part 703, as in effect on October 1, 1982, and with the provisions of subsection (b) of section 42-182, the provisions of subsection (d) of this section concerning refunds or replacement shall not apply to any consumer who has not first resorted to such procedure.

The law provides for a successful consumer to seek attorney fees under Connecticut General Statute, Ch. 743b, sec 42-180, New Motor Vehicle Warranties. When representing clients, our firm references this statutory provision to recover attorney fees incurred.

Sec. 42-179a. Copies of paperwork or invoices. A dealer or authorized agent of a manufacturer shall, upon the request of a consumer, provide such consumer with copies of any paperwork or invoices related to repair work performed on such consumer's automobile in accordance with the provisions of subsection (b) of section 42-179. Any person who violates the provisions of this section shall be guilty of an infraction.

Sec. 42-179b. Dealers and lessors to deliver information. Each motor vehicle dealer, as defined in section 14-1, and each person engaged in the business of leasing new motor vehicles shall, at the time of sale or execution of the lease of any new motor vehicle, deliver to the consumer, as defined in subdivision (1) of subsection (a) of section 42-179, of such vehicle written information, in a form approved by the Commissioner of Consumer Protection, which explains the new automobile warranty and dispute settlement program established pursuant to this chapter.

Sec. 42-180. Costs and attorney's fees in breach of warranty actions. In any action by a consumer against the manufacturer of a motor vehicle, or the manufacturer's agent or authorized dealer, based upon the alleged breach of an express or implied warranty made in connection with the sale or lease of such motor vehicle, the court, in its discretion, may award to the plaintiff his costs and reasonable attorney's fees or, if the court determines that the action was brought without any substantial justification, may award costs and reasonable attorney's fees to the defendant.

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