
**A MESSAGE FROM
ATTORNEY GENERAL PHILL KLINE**

Most of us are dependent upon our automobiles for conducting our daily lives. Purchasing or leasing a new automobile is a major expense, and the need for constant repairs and attention is more than just a minor frustration.

Occasionally, some new cars do not provide what most purchasers or lessees of new vehicles have a legal right to expect.

To address this problem, the Kansas Legislature passed the Kansas Lemon Law, which applies to all **new** cars sold in Kansas. In 1996, the law was modified to include leased vehicles.

All new cars sold or leased in Kansas today are subject to the Lemon Law, which is enforced by the Consumer Protection Division of my office.

If you have questions that this brochure does not answer about the Kansas Lemon Law or its application to your purchase or lease of a new vehicle, please feel free to contact my Consumer Protection Division.

Thank you for the opportunity to serve you.



A handwritten signature in cursive script that reads "Phill Kline".

LEMON LAW PROTECTION

The Lemon Law provides consumers who are the first purchasers or lessees of **new** motor vehicles a procedure to follow and a remedy if they discover their new vehicle is a “lemon.” (applicable only to registered vehicles of 12,000 pounds or less)

If a new vehicle turns out to be defective and has not been repaired after a *reasonable number of attempts*, the law requires the manufacturer to replace the vehicle with one of equal value or refund the purchase or lease price and collateral costs, less an allowance for actual use.

A vehicle must manifest a truly troubling repair history involving serious defects before it is rightly labeled a lemon. Few new vehicles are true lemons. Even if it is not often applied, however, all new vehicle buyers or lessees yet benefit from this law. The Kansas Lemon Law creates strong economic incentives encouraging vehicle makers and dealers to deliver defect-free vehicles, and, if defects arise, to quickly correct the problem.

The Kansas Lemon Law encourages vehicle manufacturers to establish third-party dispute settlement programs to settle consumer disputes. Decisions made through these programs are binding only on the manufacturer, not on the consumer.

The law clearly spells out the responsibilities of the consumer, the dealer and the manufacturer. This law does not limit any other rights or remedies available to consumers under other laws.

LEMON LAW TIPS

Consumers should never presume the vehicles they have purchased or leased will be deemed “lemons,” but should instead be ever vigilant in documenting problems in great detail. The following list contains several other steps a consumer should take to enjoy the full protection offered by the Kansas Lemon Law.

1. Read and understand the warranty *before* the sale or lease. Make sure you know exactly what is covered and for how long.
2. Before taking delivery of your new vehicle, inspect it. If any problems are noticed, refuse delivery until they are corrected.
3. Read, understand and follow maintenance requirements in the owner’s manual.
4. Keep records of all car maintenance to prove, if necessary, the defect was not caused by your abuse or negligence.
5. If problems develop, contact the dealer as soon as possible.
6. Keep a record of the date and nature of all repairs made to your car. Be sure to obtain a copy of the service order from the dealer stating exactly what repairs were made to your vehicle.
7. Keep a record of all contacts made to the dealer or manufacturer. Keep copies of all letters and records of all telephone calls. This may later help prove what was said and may also avoid misunderstandings.

**MANUFACTURER’S RESPONSIBILITY
TO REPAIR, REFUND OR REPLACE**

In essence, the Lemon Law requires manufacturers to meet the terms of warranties. The manufacturer must repair or correct any defect or condition that *substantially impairs the use and value of the vehicle* during the warranty period or for one year following delivery of the vehicle to the consumer, whichever is the earlier date.

If the manufacturer or authorized dealer has been unable to repair the condition after a reasonable number of attempts, then, under the law, the consumer may be entitled to a replacement vehicle of equal value or a refund of the full purchase or lease price and collateral costs, less an allowance for the consumer’s use.



The law presumes a reasonable number of attempts have been made after:

- Four unsuccessful attempts to repair the same defect; or
- A car has been out of service due to warranty repairs for at least 30 cumulative calendar days during the warranty period or during the year following the date of delivery to the consumer, whichever is earlier; or
- There have been 10 or more attempts during the warranty period or during the first year of ownership, whichever is earlier, to repair various defects that substantially impair the use and value of the motor vehicle.

However, the manufacturer does not have to make a refund or replace the motor vehicle if:

- The defect does not substantially impair the use and value of the motor vehicle; or
- The condition is the result of abuse, neglect, or unauthorized alterations of the vehicle by the consumer.

CONSUMER'S RESPONSIBILITIES

Simply because there have been a reasonable number of attempts to repair a defect does not, in itself, make a consumer automatically eligible for a refund or replacement vehicle.

The consumer must notify the manufacturer or authorized dealer of the problem during the warranty period or during the year following delivery of the vehicle, whichever is earlier.

If the manufacturer has an informal dispute settlement program, and most do, the consumer must first attempt to resolve the complaint through this program.

If the consumer is still dissatisfied after taking these steps, he or she should contact an attorney or file a complaint with the Attorney General's Office.



IF YOU HAVE A LEMON

1. Immediately notify the dealer from whom you purchased or leased the vehicle and detail your concerns. This is best done in writing, with proof of delivery (such as registered mail). Keep a copy for your files. Follow that mailing up with a phone call after a few days, asking to speak with the owner, the general manager or the new vehicle sales manager.
2. If step one does not resolve the issue, send a registered letter to the manufacturer describing the problem and what you have done to seek a resolution of the problem. Once again, it is best to send the letter registered mail and to keep a copy for your files.
3. After determining the process the manufacturer has designed for resolution of Lemon Law complaints, file a complaint in keeping with that procedure. (This procedure should be available from the dealer.) Again, send all paperwork registered mail, and keep a copy.
4. You should retain counsel or file a complaint with our Consumer Protection Division only after taking the three steps above, and only after giving the dealer and manufacturer adequate time to respond.

If you are not able to get your vehicle maker's address and number by calling your local dealership or (800) 555-1212, call the Better Business Bureau's statewide Autoline at (800) 955-5100.

Office of Attorney General Phill Kline

Consumer Protection and Antitrust Division

120 SW 10th Ave., 2nd Floor

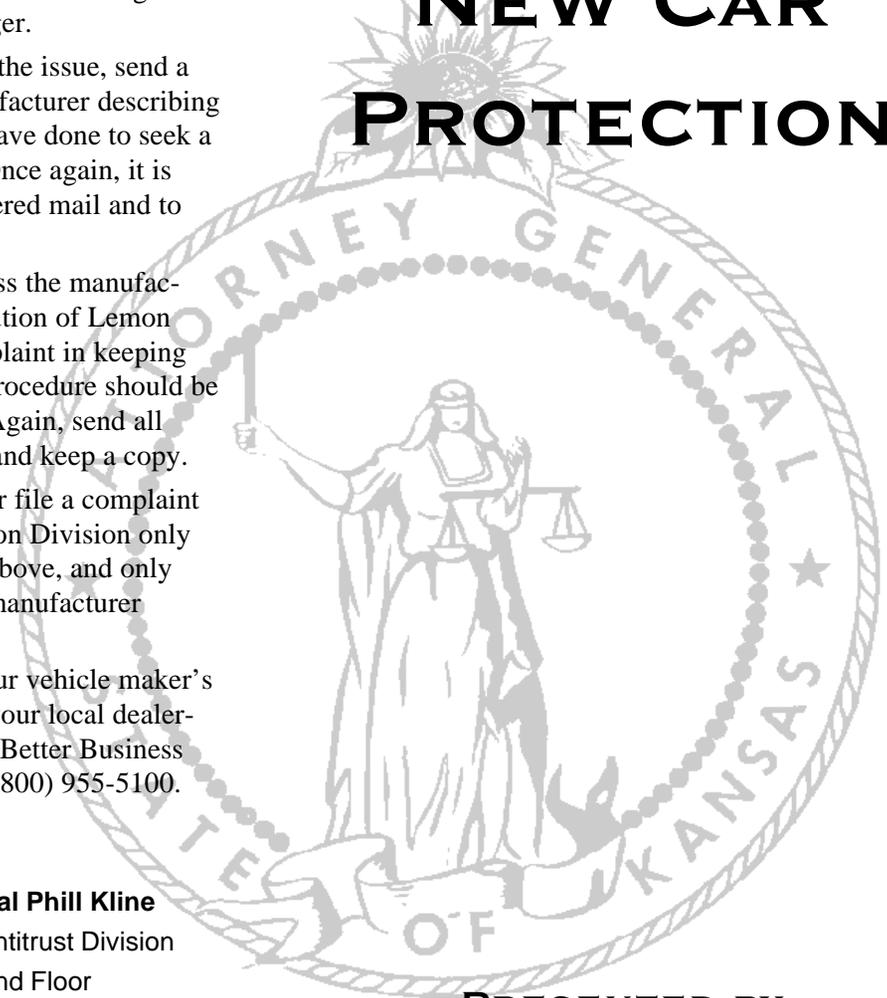
Topeka, KS 66612-1597

Consumer Hotline: (800) 432-2310

Consumer Infoline: (785) 296-2424

www.ksag.org

KANSAS' LEMON LAW: NEW CAR PROTECTION



**PRESENTED BY
ATTORNEY GENERAL
PHILL KLINE**