

If your new car has a serious warranty defect that the dealer can't fix, even after several attempts, you may be eligible to get your money back, or get another car.

That's California's Lemon Law.



ARBITRATION CERTIFICATION PROGRAM

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CALIFORNIA'S LEMON LAW Q&A



ARBITRATION CERTIFIED PROGRAM



DOES CALIFORNIA'S LEMON LAW APPLY TO MY VEHICLE?

A: The Lemon Law covers the following new and used vehicles that come with the manufacturer's new vehicle warranty:

- Cars, pickup trucks, vans, and SUVs.
- The chassis, chassis cab, and drive train of a motor home.
- Dealer-owned vehicles and demonstrators.
- Many vehicles purchased or leased primarily for business use.
- Vehicles purchased or leased for personal, family, or household purposes.

WHAT IF THE MANUFACTURER OR DEALER CAN'T FIX MY VEHICLE?

A: If the manufacturer or dealer can't repair a serious warranty defect in your vehicle after a "reasonable" number of attempts, the manufacturer must either:

- Replace the vehicle.
- Refund its purchase price (whichever you prefer).

WHAT IS A "REASONABLE" NUMBER OF REPAIR ATTEMPTS?

A: There is no set number. However, California's Lemon Law Presumption contains these guidelines for determining when a "reasonable" number of repair attempts have been made:

- The manufacturer or dealer hasn't fixed the same problem after four or more attempts.
- Your vehicle's problems could cause death or serious bodily injury if it is driven, and the manufacturer or dealer has made at least two unsuccessful repair attempts.
- The vehicle has been in the shop for more than 30 days (not necessarily in a row) for repair of any problems covered by its warranty. This is called the Lemon Law Presumption.

DO I NEED TO GO TO COURT FOR THE LEMON LAW TO HELP ME?

A: No. In many cases, the manufacturer of your vehicle may offer a state-certified arbitration program that may assist you in resolving your dispute. If so:

- You must request arbitration in order to claim the benefits of the Lemon Law Presumption.
- You may accept or reject the arbitrator's decision.

I BOUGHT MY VEHICLE USED WITH NO WARRANTY. DOES CALIFORNIA'S LEMON LAW STILL APPLY TO MY VEHICLE?

A: No. The Lemon Law applies only to disputes involving the manufacturer's new vehicle warranty.

