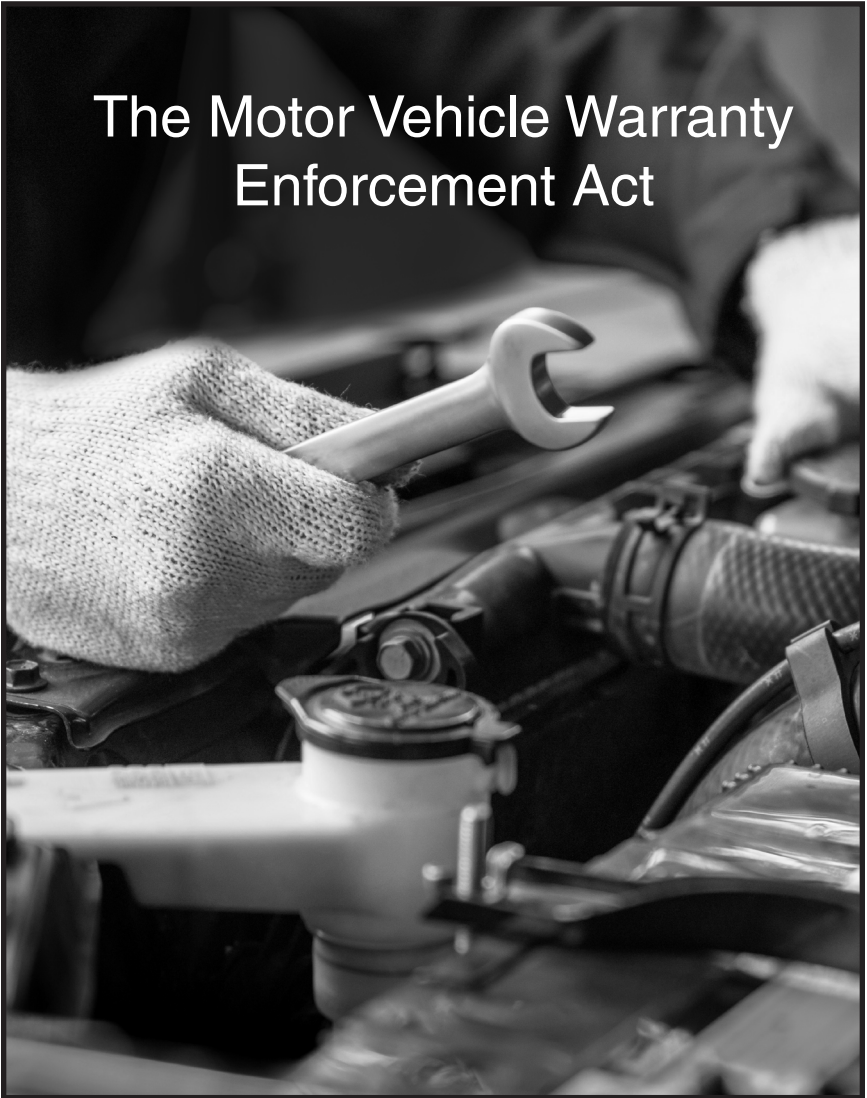


*Consumer Guide to the*

# **Florida Lemon Law**

**The Motor Vehicle Warranty  
Enforcement Act**



OFFICE OF  
**ATTORNEY GENERAL**  
**ASHLEY MOODY**

*Stronger, Safer Florida*



**Ashley Moody  
Attorney General**

**Lemon Law Hotline  
1-800-321-5366  
1-850-414-3500 (outside Florida)**

This guide is just that, a guide. If you have a question or are uncertain about a particular aspect of this law, contact the Lemon Law Hotline or write the Office of the Attorney General, Lemon Law Arbitration Program, The Capitol, Tallahassee, Florida 32399-1050. Information may also be found on the Attorney General's home page at [myfloridalegal.com](http://myfloridalegal.com).





# Inside This Guide

What Vehicles are Covered by the Lemon Law? . . . . .	2
Does the Lemon Law Cover Every Vehicle Defect? . . . . .	2
To protect your rights you should do the following . . . . .	3
How Do I Obtain Relief If I Have a Lemon? . . . . .	4
When Must I Request Arbitration by the State-Run Board? . . . . .	5
What proof will I need at my hearing? . . . . .	6
Getting a Refund or Replacement Vehicle . . . . .	6
What Happens After the Arbitration Hearing? . . . . .	7
Recreation Vehicles . . . . .	8
How Do I Resolve My Recreation Vehicle Dispute? . . . . .	9
General Information About the RV Mediation & Arbitration Program . . . . .	10
How to Submit the Defect Notification Form . . . . .	12

## What vehicles are covered by the Lemon Law?

New or demonstrator motor vehicles sold or leased in the State of Florida may be covered under the Lemon Law. If the vehicle is leased or a demonstrator, a manufacturer's warranty must be issued as a condition of sale. The lease must be either a lease-purchase agreement, or a lease for one year or more with the lessee responsible for having the vehicle repaired. Motorized recreation vehicles are also covered, with certain exceptions. **IMPORTANT: If you own a recreation vehicle, your rights are somewhat different. Please refer to the section of this guide for recreation vehicles.**

If you transfer your vehicle to another consumer during the first 24 months after taking delivery of the vehicle and you both use the vehicle for personal, family or household purposes, the consumer to whom the vehicle is transferred may be covered under the Lemon Law.

**IMPORTANT: The Lemon Law does not cover:** used motor vehicles, unless transferred as specified above; non-motorized and off-road vehicles; vehicles that run only upon tracks; motorcycles and mopeds; trucks weighing more than 10,000 pounds gross vehicle weight; or the living facilities of recreation vehicles.

## Does the Lemon Law cover every vehicle defect?

No. The Lemon Law does not cover a defect or condition resulting from an accident, abuse, neglect, modification or alteration of the vehicle by persons **other than** a manufacturer or authorized service agent. Also, in order to qualify under the Lemon Law a defect or condition must be covered under the warranty, it must have been first reported to the manufacturer or an authorized service agent during the "Lemon Law rights period" (The first 24 months after the date of original delivery of a motor vehicle to a consumer), and it must **substantially impair the use, value or safety of the vehicle**. The Lemon Law calls such a defect a "nonconformity." Whether a particular defect or condition substantially impairs the use, value or safety of the vehicle will depend on the facts of each case. However, minor or trivial defects or deviations in appearance, structure or performance are not covered under the Lemon Law.

**To protect your rights you should do the following:**

- 1. REPORT PROMPTLY:** If you start having a problem with your vehicle during the Lemon Law rights period, report it to the manufacturer or its authorized service agent (this is usually the dealer) immediately. **DO NOT WAIT** as this may cost you valuable time and protection.
- 2. KEEP RECORDS** of all repairs and regular maintenance performed. Whenever you bring your vehicle in for examination or repair under the warranty, the service agent is required by law to give you a written, legible, fully itemized repair order. **DO NOT write on these documents, use highlighter or otherwise alter their appearance. Keep any receipts for payment of expenses related to your purchase or lease of the vehicle or for payment of repair-related expenses. Keep track of the miles you drive to and from the authorized service agent or manufacturer's designated repair facility for repair.**
- 3. REPEAT REPAIRS:** If you have taken your vehicle for repair of the same defect(s) at least three times and it has not been fixed, you must send **written notification** to the manufacturer (**not the dealer**) by registered (return receipt requested) or express mail, to give the manufacturer one last opportunity to cure the defect(s). There is a form in the back of this guide you can use. You should refer to your warranty book or owner's manual to get the manufacturer's address. You must receive a response from the manufacturer (**not the dealer**) within **10 days** from the date the manufacturer receives your notification. If the manufacturer does not respond within 10 days, you do not have to give the last opportunity for repair. The manufacturer's response does not have to be in writing, but it must direct you to a reasonably accessible repair shop for the final repair and the appointment must be within a reasonable time after the manufacturer has received your notification. Once you deliver your vehicle to the repair shop, the manufacturer has 10 days to fix the defect(s). If the manufacturer does not fix the defect(s) within the 10 days, you do not have to allow further repair. If the final repair attempt does not fix the defect(s), then the manufacturer must refund the full purchase price or provide a replacement vehicle. The law presumes that you have had a "reasonable number of attempts" if, during the Lemon Law rights period, there have been at least three attempts to repair the same nonconformity and the nonconformity continues to exist after a final attempt to repair. If the first defect is successfully corrected at the final repair attempt, but a new defect occurs during the Lemon Law

rights period, the same rights and responsibilities apply.

**4. DAYS OUT OF SERVICE:** If the vehicle has been out of service for repair of one or more defects for a cumulative total of 15 or more calendar days, you must send **written notification** of this fact to the manufacturer (**not the dealer**) by registered (return receipt requested) or express mail. (See the Glossary for what constitutes an out-of-service day). You should refer to your warranty book or owner’s manual to get the manufacturer’s address. After the manufacturer receives the notification, you must allow the manufacturer or its authorized service agent at least one opportunity to inspect or repair the vehicle. The law presumes that you have had a “reasonable number of attempts” if, during the Lemon Law rights period, your vehicle is out of service for repair of one or more nonconformities a cumulative total of 30 or more days and you have given the written notification and inspection/repair opportunity. The manufacturer must offer a refund or replacement. Under days out of service, it is not required that any nonconformity continue to exist.

**IMPORTANT:** You should keep a time and repair record of all substantial defects reported during your first 24 months of ownership or lease.

## How do I obtain relief if I have a “lemon?”

If you think you are entitled to a refund or replacement, and your manufacturer is unwilling to provide either remedy, you must first submit your claim to arbitration. If your manufacturer sponsors a dispute settlement procedure which has been certified by the Florida Department of Legal Affairs, you must file a claim with that procedure first. You can find out if your manufacturer has a certified procedure by calling the Lemon Law Hot line at **1-800-321-5366 (or (850) 414-3500 outside Florida)**. There is no fee to use a manufacturer’s certified procedure.

Under the Lemon Law, if a manufacturer has a certified procedure, you must be told clearly and conspicuously how and where to file a claim with that procedure in writing at the time you acquire your motor vehicle. The notice should appear in either your warranty, owner’s manual or in an insert accompanying those documents.

**IMPORTANT:** You *must* file your claim with the manufacturer’s certified procedure no later than **60 days** from the date your Lemon Law rights period expires. It is recommended that you **KEEP A RECORD** of



the date you file your claim. Some certified procedures allow you to file by telephone.

If your manufacturer does not sponsor a certified procedure, or if a manufacturer's certified procedure fails to make a decision within 40 days of the date you filed your claim, or if you are not satisfied with the decision, contact the attorney general's office at **1-800-321-5366 (or 850-414-3500 outside Florida)** to have your dispute arbitrated by the **state-run Florida New Motor Vehicle Arbitration Board**. Be sure to ask for a **"Request for Arbitration"** form. The Florida New Motor Vehicle Arbitration Board is administered by the Office of the Attorney General.

Your manufacturer may sponsor a dispute settlement procedure which has not been certified by the Department of Legal Affairs; you are not required to submit to such a procedure. Contact the attorney general's office at **1-800-321-5366 (or 850-414-3500 outside Florida)** to have your claim arbitrated by the **state-run Florida New Motor Vehicle Arbitration Board**.

## **When must I request arbitration by the state-run board?**

You must request arbitration by the Florida New Motor Vehicle Arbitration Board within **60 days** of the expiration of the Lemon Law rights period or within **30 days** from the final action of a manufacturer's certified procedure, **whichever occurs later**. The date the attorney general's office receives your Request for Arbitration form is the date your claim is considered filed. **DO NOT DELAY!!**

When you fill out a Request for Arbitration form, you will have to include copies of pertinent documents in your possession. The attorney general's office will screen your arbitration request and if it is deemed eligible for an arbitration hearing, the attorney general's office will then notify you and the manufacturer of the approval of your claim and will send you additional information about the arbitration process. A hearing will be set before the state-run board at a location that is reasonably close to you. The hearing may last about two hours. You are not required to have an attorney represent you, although use of an attorney is permitted (at your expense). There is no fee for having your case heard by the Florida New Motor Vehicle Arbitration Board.

## What proof will I need at my hearing?

To show that your vehicle meets the requirements of the Lemon Law, you should gather and organize all your records on the purchase or lease, maintenance, operation, and repair history of the vehicle. (It may be necessary to demonstrate that you properly maintained your vehicle.) If you called the manufacturer or its authorized service agent about a warranty problem, note the time of day, date, and with whom you spoke. When you notify the manufacturer in writing by registered or express mail, request a return receipt or obtain a tracking record indicating when the manufacturer received the notification, and keep a copy of the written notification with the receipt. **You should bring to the hearing your copy of the Request for Arbitration form and all documents you submitted with your Request for Arbitration.**

## Getting a refund or replacement vehicle

If you have a “lemon,” you have the option under the Lemon Law to choose a refund or replacement vehicle; however, you do not have to accept a replacement vehicle. You have an unconditional right to a refund.

If you accept a **replacement vehicle**, the replacement vehicle must be either identical or reasonably equivalent to your vehicle. A reasonably equivalent replacement vehicle is one with a manufacturer’s suggested retail price of not more than 105 percent of the manufacturer’s suggested retail price of your lemon vehicle. You are also entitled to be reimbursed for certain “collateral” and “incidental” charges (See the Glossary for definitions).

If you accept a **refund**, you are entitled to reimbursement for the full purchase price of your vehicle, including any cash you paid and the net allowance for a trade-in. If you and the manufacturer cannot agree on the net trade-in allowance that is reflected in your sale or lease documents, then, your trade-in reimbursement will be equal to the retail price stated in the NADA Official Used Car Guide (Southeastern Edition) in effect at the time you acquired your vehicle. If you owed money on your trade-in vehicle when it was traded in, then the retail price will be reduced by the amount of the debt. The manufacturer must provide the applicable NADA book. You are also entitled to be reimbursed for certain “collateral” and “incidental” charges (See the Glossary for definitions).

If you are leasing or making loan payments on the vehicle, the refund will be divided between you and the lessor or lienholder (e.g. bank, credit union or finance company) based on your respective financial interests. (Your refund will include any cash down payment, net trade-in allowance as explained above, and payments you have made on the lease or loan, including interest.) If you are leasing your vehicle, under the Lemon Law, your lease agreement ends when you turn in the vehicle. You cannot be charged any penalties for ending the lease early.

Be sure to **KEEP COPIES** of your lease, sales or retail installment agreement, and receipts for any reasonable expenses paid in connection with your purchase or lease of the vehicle (e.g., window tinting, extended warranty, etc.) or directly incurred because of the vehicle's defect(s) (e.g., towing expenses, repair bills, car rental charges while your vehicle was being repaired, etc.), if you were not reimbursed for these items.

**REASONABLE OFFSET FOR USE:** If you receive a replacement vehicle or a refund under the Lemon Law, the manufacturer is entitled to be compensated for your use of the vehicle up to the time you and the manufacturer settle your claim or an arbitration hearing is held, whichever occurs first. The offset equals the **number of miles on the vehicle attributable to you** up to the date of a settlement agreement or arbitration hearing, whichever occurs first, **multiplied by the purchase price of the vehicle and divided by 120,000 (See the Glossary)**. Mileage on the odometer at the time of purchase/lease, mileage accrued by the manufacturer or service agent, and mileage you drive to an arbitration hearing are not included in the offset calculation. Reasonable miles driven to/from the authorized service agent for repair of the substantial defect(s) are not included in the offset calculation. If you participated in a manufacturer-sponsored dispute resolution procedure, be sure to note the mileage on your vehicle's odometer on the date of the hearing. The offset **reduces** the amount of any refund payable to you, or you may have to pay the offset if you receive a replacement vehicle. **KEEP A RECORD of mileage that you believe is not attributable to you. The lower your mileage, the lower the offset amount.**

## What happens after the arbitration hearing?

If you are awarded a refund or replacement vehicle, the manufacturer must comply with the board's decision within 40 days from the date the manufacturer receives a written copy of the board's decision, unless

the manufacturer appeals the decision. If the manufacturer appeals your award in court and the award is upheld, you are entitled to recover your attorney's fees plus \$25 per day for each day beyond the 40-day period following the manufacturer's receipt of the board's decision. If the court determines that the manufacturer brought the appeal in bad faith or for purposes of harassment, the court will double, and may triple, your award.

If the board determines that you are not entitled to relief under the Lemon Law, you still have the option of going to court. If you elect this option, you must file with the court within 30 days of the date you receive the board's written decision. You may have other causes of action or rights outside of the Lemon Law. It is a good idea to consult an attorney regarding these options.

## Recreation Vehicles

If your vehicle is a recreation vehicle (not a van or truck conversion), some of the coverage provisions of the Lemon Law are different for you. The following provisions apply specifically to recreation vehicles. All other provisions not specified in this section are the same as those outlined in the rest of this Guide.

**COVERAGE:** Certain parts of your vehicle, characterized as "living facilities" are **not covered** under the Lemon Law. These include portions of the vehicle designed, used or maintained primarily as living quarters, such as the flooring, plumbing system and fixtures, roof air conditioner, furnace, generator, electrical systems other than automotive circuits, the side entrance door, exterior components, and windows other than the windshield and driver and front passenger windows.

**REPEAT REPAIRS:** After at least 3 attempts to have the same defect or condition repaired, you must send written notification giving a final repair opportunity to the manufacturer(s) (**not the dealer**) by registered (return receipt requested) or express mail. You must receive the manufacturer(s) response within 10 days, directing you to a reasonably accessible repair facility for a final repair attempt. The appointment for the final attempt must be within a reasonable time after you receive the manufacturer's response. Once the vehicle is delivered to the repair facility for the final repair attempt, the manufacturer has **45 days** to cure the defect(s).

**DAYS OUT OF SERVICE:** If your recreation vehicle is out of service for repair of one or more substantial defects for 15 or more days, you must send written notification of that fact to the manufacturer(s) (**not the dealer**) by registered or express mail. After the manufacturer receives the notification, you must give the manufacturer or its authorized service agent at least one opportunity to inspect or repair the vehicle. The law presumes there have been a “reasonable number of attempts” if, during the Lemon Law rights period, the recreation vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of **60 days**. Under days out of service, it is not required that any nonconformity continue to exist.

**IMPORTANT:** Recreation vehicles are often made and assembled by more than one manufacturer, each of which may separately warrant its product. In order to protect your rights under the Lemon Law, you should seek repair of defective components from the service agent who is authorized by the particular manufacturer(s) to perform the repairs. You should consult the warranty book and/or owner’s manual of the manufacturer(s) whose component(s) you believe to be defective to find out where to take your vehicle for repair. When sending the written notification to the manufacturer explained in this Guide, be sure to send notification to each manufacturer which may provide warranty coverage of the problems about which you are complaining. If you are uncertain whether a particular manufacturer’s warranty covers your complaint, it is better to send the notification to all potentially responsible manufacturers.

### **How do I resolve my recreation vehicle dispute?**

If you think you are entitled to a refund or replacement, and your manufacturer(s) is unwilling to provide either remedy, you must first submit your claim to the RV mediation and arbitration program which has been approved by the Office of the Attorney General. This is not the state-run arbitration program and you are not required to use the state-run arbitration program if there is an approved mediation and arbitration program available. If no approved mediation and arbitration program is available, then you must use the state-run arbitration program. Call the Lemon Law Hotline (800-321-5366) or the Office of the Attorney General, Lemon Law Arbitration Program (850-414-3500) to find out which program you are required to use.

Your claim must be filed with the RV Mediation/Arbitration Program within **60 days** after the expiration of your Lemon Law rights period (the first 24 months after the date of the original delivery of a motor vehicle to a consumer). **DO NOT DELAY!!**

If your claim is deemed eligible by the RV Mediation/Arbitration Program, you and all involved manufacturers will be notified, in writing, by the Program Administrator. You will receive additional information regarding the mediation and arbitration program procedures. Your claim must be resolved within 70 days of the date the Program Administrator receives the claim. If your claim is rejected by the RV Program, then you will have the right to go to court to resolve your dispute.

### **General Information About the RV Mediation and Arbitration Program**

Once your claim is eligible, you and the manufacturer(s) must go to **mediation** first. Your claim will be assigned to a mediator and a mediation conference will be scheduled by the Program Administrator. You will be given written notification identifying the assigned mediator and giving you the time, date and location of the mediation conference. At the mediation conference, the mediator, a neutral facilitator, will assist you and the involved manufacturer(s) in reaching a mutually acceptable settlement of your dispute. The mediator will not impose any settlement upon you. You are not required to have an attorney represent you, although use of an attorney is permitted. It is likely that the manufacturer(s) involved in your claim will be represented by an attorney.

If you and the involved manufacturer(s) reach a mutually acceptable settlement, the terms of the settlement will be reduced to writing and must be signed by you and all involved manufacturers. If you and the involved manufacturer(s) do not reach a settlement during mediation, or if the manufacturer(s) fails to comply with any settlement reached, the Program Administrator will schedule the matter for an **arbitration hearing**.

A hearing will be conducted by an **arbitrator** assigned by the Program Administrator. The arbitrator will not be the same person who previously served as the mediator. You and the manufacturer(s) can agree in writing to allow the arbitrator to decide issues that may not be covered under the Lemon Law. The formal rules of evidence, such as are used in

a court room, do not apply to the arbitration hearing. You may be represented by an attorney (at your expense). It is likely that the involved manufacturer(s) will be represented by legal counsel at the arbitration hearing. When deciding your case, the arbitrator must take into account all legal and equitable factors, including the warranty and the Lemon Law, necessary to make a fair decision.

If the arbitrator awards a refund or replacement under the Lemon Law, your remedies may be similar to those explained at pages 5-6 of this Guide. If the award is for a replacement vehicle, the purchase price of the replacement recreation vehicle can not exceed 105 percent of the purchase price of the recreation vehicle being replaced. If a refund is awarded and the parties do not accept the trade-in allowance set forth in the vehicle sale documents, the NADA Recreation Vehicle Appraisal Guide in effect at the time of purchase of the “lemon” recreation vehicle will be used to determine the retail price of the trade-in. The manufacturer must provide the applicable appraisal guide. If a **Reasonable offset for use** is calculated according to the Lemon Law, the formula will be the number of miles **attributable to you** up to the date of a settlement agreement or arbitration hearing, whichever occurs first, **multiplied by the base sale price of the vehicle and divided by 60,000.** (See the Glossary)

The arbitrator must make a decision within 10 days of the closing of the arbitration hearing. The decision will be in writing and a copy will be sent to you and the involved manufacturer(s) by the Program Administrator via registered mail.

If the decision is an award, the manufacturer(s) must comply with the decision within 40 days of the date the manufacturer(s) receives the written decision. If the manufacturer fails to comply with the decision, you can seek enforcement in court. You should seek the advice of an attorney if you must pursue enforcement.

Either you or the manufacturer(s) may appeal the arbitrator’s decision. If you elect this option, you must file with the court within 30 days of the date you receive the arbitrator’s written decision. You may have other causes of action or rights outside of the Lemon Law. It is a good idea to consult an attorney regarding these options.

## How to Submit the Defect Notification Form

The Motor Vehicle Defect Notification form in this publication is provided to help you meet the written notification requirement under the Florida Lemon Law. Type or print all information in ink in a clear, legible manner to ensure that the copies you will make of the form are fully legible.

When you fill out the form, be sure to mark whether you are notifying the manufacturer concerning (a) three repair attempts on the same substantial defect or condition, or (b) 15 cumulative out-of-service days for one or more substantial defects. If both situations apply, mark both categories. Be sure to state the make, model and year of your vehicle, and the Vehicle Identification Number (VIN), which is a 17-digit alphanumeric number found on the vehicle or in your sale/lease contract.

Once you have completed the form, you will need to make a clear copy that you will send by registered or express mail, return receipt requested, to the manufacturer (**not the dealer**) at the address given in your warranty or owner's manual. You may also make an additional copy to send by regular mail to the Office of the Attorney General at the address listed below when you send a copy to the manufacturer. Upon receipt of the form, the Office will send you information regarding the Lemon Law. **However**, please note that **SENDING THIS FORM DOES NOT COMMENCE ARBITRATION**. Please contact us at the phone number listed at the bottom of this page if you have any questions about this, or any other aspect of the Lemon Law. Also please keep the original with this booklet; you will need to provide a copy of it to the office of the Attorney General if you ultimately must file for arbitration.

If your vehicle is a **conversion vehicle** or a **recreation vehicle**, you may have received written warranties from more than one manufacturer. If this is the case, it is suggested that you send a Defect Notification form or other written notification containing the same information to each manufacturer from which you have received a warranty.

If you need more notification forms or another copy of this publication, or have general questions about the Lemon Law, call the Lemon Law Hotline at **1-800-321-5366 (or 850-414-3500 outside Florida)**. You can download the form via the internet at [myfloridalegal.com](http://myfloridalegal.com), or write:

Office of the Attorney General  
Lemon Law Research Unit  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050







## GLOSSARY

**Authorized service agent** — any person, including a franchised new motor vehicle dealer, authorized by the manufacturer to service motor vehicles. In the case of a recreation vehicle when there are two or more manufacturers, an authorized service agent for any individual manufacturer is any person, including a franchised motor vehicle dealer, authorized to service the items warranted by that manufacturer.

**Condition** — a general problem (e.g., vehicle fails to start, vehicle runs hot, etc.) that may be attributable to a defect in more than one part.

**Nonconformity** — A defect or condition that substantially impairs the use, value or safety of the motor vehicle. A defect or condition that is the result of accident, abuse, neglect or unauthorized modification or alteration of the vehicle by persons other than the manufacturer or its authorized service agent is not included.

**Out-of-service day** — any day (including weekends and holidays) your vehicle is left at an authorized service agent or manufacturer's designated repair facility for examination or repair of one or more nonconformities. The out-of-service days for each visit usually start the day the vehicle is brought in for that repair work and end on the day the work is completed. Routine maintenance (e.g., tune-up, oil change, etc.), repairs on minor defects, or repairs performed on defects first reported after the Lemon Law rights period are not included. If service is prevented by certain events, such as a natural disaster (hurricane) or labor strike, the period may be extended.

**Repair attempt** — involves the replacement of a component, or some adjustment made, to correct a nonconformity. An examination of a reported nonconformity, without a subsequent adjustment or component replacement, may constitute a repair attempt if it is later shown that repair work was justified. Under the Lemon Law, only an examination or repair performed by the manufacturer or its authorized service agent can count as a repair attempt.

**Collateral charges** — Reasonable additional charges to a consumer wholly incurred as a result of the acquisition of the motor vehicle. Collateral charges include, but are not limited to, manufacturer-installed or agent-installed items or service charges, earned finance charges, sales taxes, and title charges.

**Incidental charges** — Reasonable costs to the consumer which are directly caused by the nonconformity of the motor vehicle (e.g., postage, car rental, towing, repair costs, lodging, etc.).

**Reasonable Offset for Use** — the number of miles attributable to a consumer up to the date of a settlement agreement or arbitration hearing, whichever occurs first, multiplied by the base selling or sale price of the vehicle as reflected on the purchase invoice, exclusive of taxes, government fees, and dealer fees, or in the case of a lease, the agreed upon value as reflected in the lease agreement and divided by 120,000, or 60,000 in the case of a recreation vehicle.

