

MINNESOTA'S CAR LAWS

A Guide to Minnesota's Lemon Law,
Used Car Warranty Law, and
Truth In Repairs Act



From the Office of the
Minnesota Attorney General
helping people afford their lives and live with dignity and respect

Are you having trouble with a new car you just bought? Is your “new” used car making strange noises? Have you had trouble with a repair shop?

This brochure is designed to guide you through Minnesota’s lemon law, used car warranty law, and Truth in Repairs Act. Buckle your seat belt, this is going to be a quick ride through “Car Law 101.”

This brochure is intended to be used as a source for general information and is not provided as legal advice.

Minnesota’s Car Laws is written and published by the Minnesota Attorney General’s Office.

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Minnesota's Lemon Law

Popularly known as the “lemon law,” Minnesota’s motor vehicle warranty statute was created to help protect you when you buy or lease a car, pickup truck, or van that is still under the original manufacturer’s warranty. The law is not intended to eliminate all problems you will ever encounter with your vehicle. What it does do is require manufacturers to honor the time and mileage provisions of their written warranties. The law also provides special arbitration, refund, and replacement provisions for vehicles that are considered to be real “lemons.”

Which Motor Vehicles Are Covered?

The Minnesota lemon law covers new and lightly used motor vehicles purchased or leased in Minnesota. The law covers passenger automobiles, as well as pickup trucks and vans. The motor vehicle chassis or van portion of a recreational vehicle (RV) is also covered. That means that as long as the “lemon” problem occurs in portions of the chassis and van covered by the warranty, the entire RV may be subject to replacement or refund. It does not cover other areas, such as living areas or other amenities that may have been added to the chassis by the RV manufacturer. The law also covers used vehicles that are still under the original manufacturer’s warranty. The vehicles must be used at least 40 percent of the time for personal, family, or household purposes (leased vehicles are covered by the law if the lease term is longer than four months).

For a vehicle to be covered, the defect must be reported within the warranty period, or two years, whichever comes first. If the defect is reported within this time period and you have continuing problems with the same defect, however, you still can make a claim until the end of the third year.

The Manufacturer’s Duty to Repair

The manufacturer or its authorized dealer must repair a motor vehicle in accordance with the terms of the warranty, even after the manufacturer’s warranty has expired, if:

1. The motor vehicle has a defect or problem that is covered by the warranty; and,
2. The problem has been reported by the vehicle’s owner within the warranty period, or within two years after original delivery of the vehicle, whichever comes first.

The Manufacturer’s Duty to Refund or Replace

The law has special refund and replacement provisions for cars that have substantial defects or problems. Such vehicles are commonly called “lemons.” Under the law, if the manufacturer or its authorized dealer has been unable to repair a car’s problem after a “reasonable number of attempts,” the buyer or lessee may go through a manufacturer’s arbitration program, or to court, to seek a replacement vehicle or a full refund of the car’s purchase price (minus a deduction for use of the vehicle). The law presumes a “reasonable number of attempts” to include any one of the following:

1. Four or more unsuccessful attempts to repair the same defect; or,
2. One unsuccessful attempt to repair a defect that has caused the complete failure of the steering or braking system and that is likely to cause death or serious bodily injury if the vehicle is driven; or,
3. A car that has been out of service due to warranty repairs for 30 or more cumulative business days.

In each case, the initial defect must occur within the warranty period, or two years following the original delivery date, whichever comes first, but the manufacturer's repair attempts may extend to the end of the third year. Even if your repair history does not fall into one of the above categories, you may still have a lemon law claim, but it will be harder to prove.

When Refunds or Replacements Are Not Given

Be aware that the manufacturer does not have to make a refund or replace the vehicle if:

- The problem does not substantially impair the use or market value of the vehicle; or
- The problem is the result of abuse, neglect, or unauthorized modifications or alterations to the vehicle.

Refund and Replacement Eligibility Requirements

Just because a repair shop has made a number of unsuccessful attempts to fix your car, you are not automatically eligible for a refund or replacement vehicle. You must first:

- Write to the manufacturer or authorized dealer notifying them of the problem. Specifically state that your car is a lemon and that you want a refund or replacement under the lemon law. This does two things:
 1. It gives the company an opportunity to fix the defect (the manufacturer gets one more chance to fix the defect after notification); and
 2. It lets the company know you plan to use Minnesota's lemon law if the defect is not properly repaired.
- Try to resolve the problem through the manufacturer's automobile dispute arbitration program.

The manufacturer may require you to first go through the arbitration program before filing a lawsuit under the lemon law. Check with the manufacturer or the Minnesota Attorney General's Office if you have questions about a manufacturer's arbitration program.

If You Are Awarded a Refund

If you are awarded a refund under the terms of the lemon law, the manufacturer must refund:

1. The full purchase price of the vehicle, or the amount you actually paid on your lease. For either a purchased or leased vehicle, however, a reasonable allowance for the time that you were able to use the vehicle may be deducted. This deduction cannot exceed 10 cents per mile or 10 percent of the purchase price, whichever is less;
2. The cost of certain options installed by the manufacturer or dealer;
3. Sales or excise tax;
4. License fees;
5. Registration fees;
6. Reimbursement for towing; and,
7. Rental expenses.

Note: If you are awarded a replacement vehicle, you have the option of receiving a refund instead.

Arbitration

Automobile manufacturers doing business in Minnesota must offer consumers an arbitration program located in the State of Minnesota that considers consumers' warranty related disputes.

A manufacturer's arbitration program provides consumers a fast and simple way to resolve disputes. Arbitrators can consider arguments based on the lemon law. That being said, an arbitrator is not a judge and is not required to apply the law the way a court would.

If the manufacturer requires it, consumers must first go through the manufacturer's arbitration program before filing a lawsuit under the lemon law. You may not have to wait until all the lemon law criteria are met before going through arbitration, but you might have a stronger case if all the criteria are met.

In fact, you may not even want to discuss the lemon law in arbitration if your car does not meet the lemon law criteria.

Consumer Rights During the Arbitration Process:

- **Lemon Law Information.** You and the arbitrator(s) must receive a copy of this brochure from the manufacturer's arbitration program.
- **Lemon Law Arguments.** You may make any arguments to the arbitrator(s) you think necessary to support your complaint, including those based on the lemon law. The arbitrator(s) cannot be discouraged or prohibited from considering your arguments.
- **Documents.** You are entitled to copies of all documents submitted to the arbitration program and have the opportunity to comment on any documents produced. You can request postponement of an arbitration meeting if documents are presented to you at the meeting that have not been previously provided to you.
- **Oral Presentation.** You must be given reasonable written notice of the arbitration and an opportunity to make an oral presentation to the arbitrator(s), unless you agree to a telephone conference or to submit the case on the basis of documents alone. If the case is based on documents alone, the manufacturer or dealer representative cannot participate in discussion or resolution of the dispute. You may get better results if you make a personal oral presentation to the arbitrator(s).
- **Independent Appraisal.** You must be given an adequate opportunity to get an independent appraisal, at your own cost, of any manufacturer claim that your vehicle does not have a problem or that your vehicle is operating within normal specifications.
- **Repair Attempts.** You must be given a chance to inform the arbitrator(s) about the results of any recent repair attempts by the manufacturer.
- **Service Bulletins.** You must be provided, at reasonable cost, any technical service bulletin that the manufacturer knows directly applies to the specific mechanical problem being disputed.

- **Attorney.** You have the right to be represented by an attorney in the arbitration process. Most arbitration participants, however, appear before the arbitrator(s) without an attorney. Attorney fees for representation in arbitration are not recoverable under the lemon law.
- **Arbitration Decision.** You are not bound by the decision of the arbitrator(s), unless you agree to be bound. That being said, many manufacturers have agreed to be bound by the arbitration decision. If you are unhappy with an arbitration decision, you may wish to consult an attorney to discuss filing a lawsuit under the lemon law. The arbitration decision is admissible as nonbinding evidence in any subsequent legal action.

If you wish to appeal the arbitrator's ruling in court, you must file in court within six months of the decision.

- **Refund Amount.** If the arbitrator(s) decides you should receive a refund or replacement vehicle under the terms of the lemon law, then you are entitled to the same refunds and reimbursements you would have received had you won in court.
- **Bad Faith Appeal.** If a court determines that you or the manufacturer acted in bad faith when you appealed an arbitration decision, the party that wins in court may be entitled to receive three times the actual damages, plus attorney fees and court costs.

Using the Lemon Law in Arbitration or Court

To prepare for a dispute you should:

1. Keep copies of all purchase orders, sales receipts, lease agreements, warranties, repair invoices, letters, and other documents concerning your vehicle and any of its problems or potential defects.
2. If your vehicle is in the shop for repairs for more than one day at a time, make sure that the repair invoice shows the date it was brought in and the date you were notified that it was ready to be returned.
3. If you think you are eligible for a refund or replacement vehicle, remember the law requires written notice be given to the manufacturer or authorized dealer. You should send a letter by certified mail with a return receipt requested. If you send the letter to the dealer, send a copy to the manufacturer and keep a copy for your records. You should include the following information in your letter:
 - Your name, address, and telephone number.
 - The date you purchased or began leasing the automobile.
 - A list of defects and systems affected.
 - The number of times the vehicle has been subject to repairs for the same problem, and the dates of the repairs.
 - A statement that the defect still exists as of the date of the letter.
 - A reference to the lemon law (Minnesota Statutes section 325F.665) and a statement that you will pursue a replacement or refund claim under this law if the vehicle is not made to conform to the warranty.
 - A request for information about the company's arbitration program.

Remember, the refund and replacement provisions of the lemon law are intended to provide a replacement or a refund only in the cases of the most serious defects - faults that substantially impair the use or market value of the vehicle, or faults that involve life-threatening failures of the braking or steering systems.

If You Sue

If you feel you must bring a lawsuit under the lemon law for a refund or replacement vehicle, you should consult an attorney (you may be eligible to recover attorney fees if you win). The law allows you to file suit any time within three years of the date of the original delivery of the vehicle, if you first reported the defect within the warranty period, or two years, whichever comes first. If you go through a manufacturer's arbitration program, you have six months to appeal in court. The company has only 30 days to appeal in court.

Arbitration Program Telephone Numbers

These numbers are accurate as of April 2019. If the listed program no longer works with your manufacturer, check your owner's manual, or call your dealer or manufacturer for updated information.

Better Business Bureau's Auto Line Arbitration Program: (800) 955-5100

(see list of manufacturers below)

The following manufacturers and distributors currently participate in arbitration programs administered by the Better Business Bureau: Audi, Bentley (Rolls-Royce), BMW, Ducati, Ford Motors (Ford, Lincoln, Mercury), General Motors (Buick, Cadillac, Chevrolet, GMC Truck, Pontiac, Saturn), Hyundai (Genesis), Infiniti, Jaguar, Kia, Lamborghini, Land Rover, Lotus, Maserati, Mazda, Mercedes-Benz, Mini Cooper, Mobility Ventures (AM General), Nissan, Oldsmobile, Subaru, Volkswagen, and Volvo.

The following manufacturers and distributors currently participate in arbitration programs administered by the National Center for Dispute Settlement.

Honda (Acura): (877) 545-0055

Mitsubishi: (866) 937-3765

FCA US (Chrysler, Dodge, Fiat, Jeep, Ram):
(866) 662-4639

Porsche: (800) 279-5343

Toyota (Lexus): (866) 272-4872

Suzuki: (888) 571-1837

Tesla: (866) 629-3204

There Is No Three-Day Right to Cancel...

If we could impart just one piece of information, it would be to remind you that there is no three-day right to cancel a car contract. Once you sign on the dotted line, the car is yours. The Minnesota Attorney General's Office hears from many consumers every Monday morning who assume they can still return the car they bought Friday night. They can't, and have to learn this lesson the hard way. So, don't be one of our remorseful Monday morning callers—**remember: when you buy a car, it's yours!**

Used Car Warranty Law

Minnesota has one of the strongest used car warranty laws in the country. Under the Minnesota used car warranty law, Minn. Stat. § 325F.662, used car dealers must provide basic warranty coverage for most used cars and small trucks sold to Minnesota buyers. The used car warranty law does not apply if you buy a used car from a relative or friend, from a private party, or “as is.”

“As Is” or Warranty

Whether your car will come with a warranty generally depends on whether you buy a car covered under the used car warranty law. A car sold without a warranty is sold “as is.” That means the seller has no obligation to fix any problem that may arise. Check the Buyers Guide window sticker to determine if you will receive a warranty. That sticker will tell you if you have a warranty, or if you are buying “as is.”

The Basic Used Car Warranties

The used car warranty law covers used cars purchased primarily for personal, family, or household purposes. The terms and length of the warranty will depend upon the mileage on the car at the time you buy it. For cars with fewer than 36,000 miles, the warranty applies for 60 days or 2,500 miles, whichever comes first. The parts covered under the warranty for cars in this mileage range are:

- **Engine:** all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear.
- **Transmission:** automatic transmission case, internal parts, and torque converter; or, manual transmission case and internal parts.
- **Drive axle:** axle housings and internal parts, axle shafts, drive shafts, output shafts, and universal joints. (Secondary drive axles are covered on automobiles and passenger vans, but are not covered on other vehicles mounted on a truck chassis, such as utility and off-road vehicles.)
- **Brakes:** master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers.
- **Steering:** steering gear housing and all internal parts, power steering pump, valve body, piston, and rack.
- **Water pump.**
- **Externally mounted mechanical fuel pump.**
- **Radiator.**
- **Alternator, generator, and starter.**

For cars with between 36,000 and 75,000 miles, the warranty applies for 30 days or 1,000 miles, whichever comes first. For cars in this mileage range, the warranty covers the parts listed above, except for the following parts, which are **not** covered:

- **Steering rack.**
- **Radiator.**
- **Alternator, generator, starter.**

Parts are not covered under the used car warranty law if they are not specifically listed above.

Who Provides a Used Car Warranty?

The used car warranty law applies only if you buy your car from a used car dealer. The law does not apply if you buy a used car from a relative, friend, or neighbor. Nor does the law apply if you buy your car from:

- Your employer;
- A bank or financial institution;
- A company that previously leased the car to you or a family member;
- The state, or any county or city in Minnesota; or
- An auctioneer who sells the car in connection with the sale of other property or land.

“Unlicensed” Dealers

One problem the used car warranty law addresses is the problem of “unlicensed dealers.” State law says that any person who is in the business of selling used cars and who sells more than five used cars in a year is a “dealer,” and must obtain a dealer’s license. An unlicensed dealer is a person who sells more than five used cars in a year but fails to get a dealer’s license. Typically, an unlicensed dealer sells cars one at a time from the unlicensed dealer’s home or business. If you buy a qualifying car from an unlicensed dealer, then your car is covered by the used car warranty law. In such a case, you are legally entitled to warranty coverage even if the unlicensed dealer fails to give you any written warranty documents.

Exclusions

Remember that the used car you buy might not be covered by the used car warranty law. The following cars are excluded from the law, and although a dealer may still choose to offer a warranty, these cars are usually sold “as is:”

- Cars with 75,000 miles or more;
- Cars sold for less than \$3,000;
- Custom-built cars, or cars modified for show or racing;
- Cars that are eight years of age or older;
- Cars purchased primarily for business or agricultural use;
- Vehicles with a gross vehicle weight of more than 9,000 pounds;
- Vehicles manufactured in limited quantities;
- Vehicles not manufactured in accordance with federal emission standards;
- Diesel engine vehicles; and
- Salvaged vehicles.

The “Buyers Guide”

A federal rule requires that dealers post a notice called a “Buyers Guide” in the side window of all used cars offered for sale. If a car is covered by the state’s used car warranty law or another warranty, then the dealer must check the “dealer warranty” box on the Buyers Guide. The dealer must also describe the terms and length of the warranty on the Buyers Guide. If a car is not covered by the warranty law and no warranty is offered, then the “as is—no dealer warranty” box must be checked.

Even if the car you buy is covered under the used car warranty law, you may waive warranty coverage for a particular part. In order for warranty coverage to be waived, the dealer must disclose on the Buyers Guide that the part is not working properly, and you must sign and circle this statement.

The Dealer’s Duty Under the Warranty

If a malfunction, defect, or failure in a covered part occurs during the warranty period, then the dealer must repair or replace the part at no charge to the car buyer. However, to protect your rights under the warranty, you must promptly notify the dealer of the problem within the warranty period, and you must arrange to have the vehicle taken to the dealer for inspection and repair.

If the dealer does not have a repair facility, the dealer will tell you where to take the vehicle for inspection and repair under the warranty. If it is impossible or unreasonable to return the vehicle to the dealer, you may have the repairs done somewhere else with the dealer’s consent. If a part is repaired or replaced under the car’s warranty, the warranty for that part is extended from the date of repair for an additional warranty period.

For example, if your car’s transmission is repaired under its used car warranty, then the transmission remains under warranty for an additional 30 days or 1,000 miles (or 60 days or 2,500 miles) from the date of the repair.

The dealer is not responsible for any malfunctions, defects, or failures that occur after the warranty period expires, nor is the dealer responsible for repair of parts not covered by the warranty.

Refunds

A dealer may decide to refund the purchase price of your car, rather than repair or replace a warranty part. If the dealer gives you a refund, you must return the vehicle to the dealer. The refund must include all the charges, fees, and taxes you paid, including towing expenses, minus a reasonable deduction for your use of the vehicle. The dealer must also provide you with an itemized statement separately listing the amounts refunded for each of these categories.

Remember that the dealer has the choice of correcting the warranty problem or giving you a refund; the law does not give the car buyer the right to demand a refund of the purchase price.

Ordinary Maintenance

A warranty given under the used car warranty law does not cover ordinary maintenance of your car. Thus, repair or replacement of maintenance items (such as spark plugs, ignition points, filters, fluids, lubricants and oil, and brake pads) is your responsibility. The warranty does not cover normal wear and tear.

Limits on the Warranty

The warranty does not cover any repair problems caused by collisions, abuse, negligence, or lack of adequate maintenance after you buy the car. The dealer is not required to repair any parts still covered by the original factory warranty, or parts that the manufacturer agrees to repair at no charge.

Bringing a Lawsuit

If a used car dealer fails to comply with the warranty law, you may bring a lawsuit against the dealer. Any lawsuit under the used car warranty law must be brought within one year after the warranty expires.

Often, you will be able to bring your case in conciliation court, where the procedures are relatively informal and you will not be required to hire an attorney.

Much of the expense of owning a car comes after you buy it. After three or four years of driving, the muffler may roar, the brakes may grind, the windshield wiper fluid may leak, or the radio may go out. Slowly but surely, your vehicle will begin to show signs of age. As Murphy's Law says, "anything that can go wrong, will go wrong" just after the warranty has run out!

Know the Difference Between Service Contracts and the Used Car Warranty Law

If you are offered an "extended warranty" at an additional cost, this is probably a service contract, not a warranty. Service contracts provide limited coverage, so you should read the service contract carefully before deciding whether you want to buy this coverage. Furthermore, the service contract may require you to prove that you completed regular maintenance (oil changes, etc.) on the vehicle or obtain pre-approval before a repair is made. You should also be aware that a service contract is frequently a profit item for the dealer; like any other add-on, the cost may be negotiated.

For additional information about motor vehicle service contracts, see *Motor Vehicle Service Contract Offers* published by the Minnesota Attorney General's Office.

Truth in Repairs Act

Your Rights When Your Car Is Repaired

Minnesota's Truth in Repairs Act (Minn. Stat. §§ 325F.56–325F.66) spells out the rights and obligations of repair shops and their customers for repairs that cost more than \$100 and less than \$7,500.

Know your rights before you take your car in for repairs:

- You have the right to receive a written estimate for repair work before the work commences, if you request one. A shop may impose an additional charge for making the estimate, including a charge for disassembly, diagnosis, and reassembly needed to make the estimate, if the customer is told about the charge before the estimate is issued.

- Once you receive this estimate, the shop generally may not charge more than 10 percent above the estimated cost.
- The shop is required to provide you with an invoice if the repairs cost more than \$50, and/or the work is done under a manufacturer's warranty, service contract, or an insurance policy.
- The shop cannot perform any unnecessary or unauthorized repairs. If, after repairs are begun, a shop determines that additional work needs to be done, the shop may exceed the price of the written estimate, but only after it has informed you and provided you with a revised estimate. If you authorize the additional work, the shop may not charge more than 10 percent above the revised estimate.
- Before the shop actually begins repairs, you have the right to ask for and receive replaced parts, unless those parts are under warranty or other restrictions. In that case, they must be returned by the shop to the manufacturer, distributor, or other person. You may pay an additional charge for retrieving parts because the shop usually can sell them. However, if you are not allowed to keep the old parts you will have an opportunity to examine them for up to five business days after the repair.

Resolving Repair Disputes

Billing, the quality of repairs, and warranties can all lead to disputes. **Don't let it be "my word against yours." Keep all written estimates and bills.** Car repair shops should give you more than a bill with the repair cost when repairs are complete. They should give you a complete breakdown of the repair work, including the cost of each part, labor charges, and the vehicle's odometer reading when the vehicle entered the shop and when the repair was completed. Save this invoice in case you have any problems. Write down your experiences along with dates and names of the people with whom you dealt.

If you have a dispute over a repair or charge, try to settle the problem with the shop manager or owner first. Some businesses have special programs for handling disputes. If this doesn't work, you may want to seek help from the Attorney General's Office. There also may be a low-cost alternative dispute resolution program available in your community. In addition, you may want to consider filing a claim in small claims court (also called conciliation court), where you don't need a lawyer to represent you.

For additional information about small claims or conciliation court, see *Conciliation Court: A User's Guide to Small Claims Court*, published by the Minnesota Attorney General's Office.

Salvaged Cars

Oftentimes buyers are not aware that they are buying a rebuilt or salvaged car. Minnesota law requires car dealers to tell buyers if the car they're interested in buying has been branded as salvaged or rebuilt. The law requires that the title documents for salvaged cars receive a "brand," or a permanent written disclosure about a vehicle's prior salvage history. Don't be fooled by a freshly painted car.

For additional information on buying, leasing, and owning a car, see *The Car Handbook*, published by the Minnesota Attorney General's Office.

Resources

National Highway Traffic Safety Administration

1200 New Jersey Avenue, Southeast, West Building,
Washington, DC 20590
(888) 327-4236
TTY: (800) 424-9153
www.nhtsa.gov

Minnesota Department of Public Safety

Driver and Vehicle Services Division
445 Minnesota Street, Suite 190
St. Paul, MN 55101-5190
Vehicle Services: (651) 297-2126
TTY: (651) 282-6555
www.dps.mn.gov

Minnesota Department of Commerce

85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1500 or (800) 657-3602
www.mn.gov/commerce

Better Business Bureau of Minnesota and North Dakota

220 South River Ridge Circle
Burnsville, MN 55337
(651) 699-1111 or (800) 646-6222
www.bbb.org/minnesota

Consumer Questions or Complaints

The Minnesota Attorney General's Office answers questions regarding numerous consumer issues. The Attorney General's Office also provides assistance in resolving disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's civil laws. We welcome your calls!

If you have a consumer complaint, you may contact the

Attorney General's Office in writing:

Minnesota Attorney General's Office
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

You can also receive direct assistance from a

consumer specialist by calling:

(651) 296-3353 (Twin Cities Calling Area)
(800) 657-3787 (Outside the Twin Cities)
(800) 627-3529 (Minnesota Relay)

Additional Publications

Additional consumer publications are available from the Minnesota Attorney General's Office. Contact us to receive copies or preview the publications on our website at www.ag.state.mn.us.

- Car Handbook*
- Conciliation Court*
- Credit Handbook
- Guarding Your Privacy: Tips to Prevent Identity Theft
- Home Building and Remodeling
- Home Buyer's Handbook
- Home Seller's Handbook
- Landlords and Tenants: Rights and Responsibilities*
- Managing Your Health Care
- Manufactured Home Parks*
- Minnesota's Car Laws
- Phone Handbook
- Probate and Planning: A Guide to Planning for the Future
- Seniors' Legal Rights
- Student Loan Handbook
- Veterans and Service Members

**Available in Spanish*



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