

Dear New Yorkers,

Buying a car, whether it is new or used, is both expensive and exciting. Getting stuck with a “lemon,” a car that just doesn’t work right, can be a blow to the checkbook and a crushing disappointment.

Here in New York, the New and Used Car Lemon Laws offer a remedy for newly purchased cars that are not performing as promised by the warranty.

This brochure describes the circumstances under which an owner may be eligible for help under New York’s Lemon Laws. You can find more information, including steps to take, frequently asked questions and a copy of the law, on our website — or call our hotline to have copies sent to you.

Sincerely,

Letitia James



Attorney General
of New York
Letitia James

Resources

If you believe your car is a “lemon” and the dealer is not cooperating, you may either enter an arbitration process with The Office of the New York State Attorney General or initiate a lawsuit in civil court. Our website has the information you need to answer your questions and initiate an arbitration, or you can call our hotline to have the information and application form sent to you.

New York State Office of the Attorney General, Consumer Frauds Bureau

(800) 771-7755

ag.ny.gov/consumer-frauds/lemon-law

Important Notes:

There are Exceptions - Under both the new and used car lemon laws, a consumer may not be entitled to a refund if:

- The problem does not substantially impair the value of the car to the consumer;
- The problem is a result of abuse, neglect or unauthorized alteration of the car. Report Problems, Keep Records
- Whether the car is new or used, it’s best to immediately report any problem, defect or malfunction to the dealer and request the necessary repairs. If the consumer has notified the dealer of a problem within the warranty period, the dealer must make the repair even if the warranty has subsequently expired.
- Keep careful records of all complaints and copies of all work orders, repair bills and correspondence, including emails and phone calls.

New York's Lemon Laws

Know Your Rights



Office of the New York State
Attorney General

Letitia James



For New Cars

The New Car Lemon Law protects those who buy or lease new cars or motor homes that turn out to be lemons. If your car does not conform to the terms of the written warranty and the manufacturer or its authorized dealer is unable to repair the car after a reasonable number of attempts, you may be entitled to a full refund or a comparable replacement car.

NOTE: A car is considered new if it was purchased less than 2 years from its original delivery date and has fewer than 18,000 miles on it.

Cars covered by the law include any car that:

- Was purchased, leased or transferred within the earlier of 18,000 miles or two years from the date of original delivery; AND
- Was either purchased, leased or transferred in New York State OR is presently registered in the state; AND
- Is used primarily for personal purposes.

Duty to Repair:

A reasonable chance for a manufacturer or its authorized agent to repair a problem for a new car is considered to be:

- Four or more attempts to repair and the problem continues to exist; OR
- The car is out of service by reason of repair of one or more problems for a cumulative total of at least 30 days Contact the Department of Motor Vehicles at (518) 474-8943 if there are problems obtaining repair orders.

For Used Cars

The Used Car Lemon Law protects those who buy or lease used cars from a New York dealer. It requires dealers to give consumers a written warranty. Under this warranty, dealers must repair, free of charge, any defect in covered parts. If the dealer is unable to repair the car after a reasonable number of attempts, the consumer is entitled to a full refund.

NOTE: Only cars purchased from a New York State dealer (an individual or business who has sold at least 3 cars in the past 12 months) are covered by this law. Private sales are not included.

Cars covered by the law include any car that:

Was purchased, leased or transferred after the earlier of 18,000 miles or two years from original delivery; AND

- Was purchased or leased from a New York dealer; AND
- Had a purchase price or lease value of at least \$1,500; AND
- Has been driven up to 100,000 miles at the time of purchase/lease; AND
- Is used primarily for personal purposes.

Duty to Repair:

A reasonable chance to fix the problem is considered to be:

- Three or more repair attempts and the problem continues to exist; OR
- The car is out of service by reason of repair for a cumulative total of 15 days or more (although unavailability of parts may extend this time).

Warranty Requirements:

Auto dealers are required by law to provide you a written warranty to cover the following parts:

- Engine: lubricated parts, water pump, fuel pump, manifolds, engine block, cylinder head, rotary engine housings and flywheel.
- Transmission: the transmission case, internal parts, and the torque converter.
- Drive Axle: the front and rear axle housings and internal parts, axle shafts, propeller shafts and universal joints.
- Brakes: master cylinder, vacuum assist booster wheel cylinders, hydraulic lines and fittings and disc brake calipers.
- Steering: the steering gear housing and all internal parts, power steering pump, valve body, piston and rack.
- Other Parts: Radiator, Alternator, Generator, Starter, and Ignition System (excluding battery).

Terms of Warranty

The length of warranty depends upon the car's mileage at the time of purchase and is determined by the lesser of time of ownership and miles driven:

More than 18,000 – 36,000 miles:
90 days or 4,000 miles

More than 36,000 – less than 80,000 miles:
60 days or 3,000 miles

80,000 – 100,000 miles:
30 days or 1,000 miles