

Connecticut Lemon Law Summary

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Under Connecticut's Uniform Commercial Code, an action must be commenced within 3 years.
ELIGIBLE VEHICLE	Passenger motor vehicles, passenger/commercial motor vehicles, and motorcycles sold or leased in Connecticut.
ELIGIBLE CONSUMER	(1) Purchaser , other than for purposes of resale, a motor vehicle; (2) a lessee of a motor vehicle; (3) any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; or (4) any person entitled by the terms of an express warranty applicable to a motor vehicle to enforce the warranty obligations.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of 2 years after original delivery to a consumer or 24,000 miles of operation.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: <ul style="list-style-type: none"> (1) during two years after original delivery to a consumer or 24,000 miles of operation, whichever occurs first, either 4 repair attempts or 30 calendar days out of service; or (2) during two years after original delivery to a consumer or 24,000 miles of operation, whichever occurs first, 2 repair attempts to a nonconformity likely to cause death or serious bodily injury.
NOTICE TO MANUFACTURER	Written notice; prior to bringing an action.
FINAL OPPORTUNITY TO REPAIR	At least one attempt by manufacturer, agent or dealer before consumer brings claim, unless such manufacturer, its agent or an authorized dealer has refused to attempt to repair such nonconformity.
REASONABLE ALLOWANCE	Refund only: miles by consumer before vehicle's return divided by 120,000, multiplied by contract price.
DISPUTE RESOLUTION	Before bringing action, must resort to certified manufacturer's program.

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DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	Yes.

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1. Citation	General Statutes of Connecticut §§ 42-179 through 42-186; Regulations of Conn. State Agencies §§ 42-179-6 <i>et seq.</i> and §§ 42-181-1 <i>et seq.</i>
2. Motor vehicle covered	<p>Passenger motor vehicles, passenger/commercial motor vehicles, and motorcycles sold or leased in Connecticut.</p> <p>“Passenger motor vehicle” means a motor vehicle: means a motor vehicle used for the private transportation of persons and their personal belongings, designed to carry occupants in comfort and safety, with a capacity of carrying not more than ten passengers including the operator thereof</p> <p>“Passenger and commercial motor vehicle” means a motor vehicle used for private passenger and commercial purposes that is eligible for combination registration.</p> <p>“Combination registration” means the type of registration issued to a motor vehicle used for both private passenger and commercial purposes if such vehicle does not have a gross vehicle weight rating in excess of twelve thousand five hundred pounds.</p>
3. Consumer covered	“Consumer” is defined as (1) the purchaser, other than for purposes of resale, a motor vehicle; (2) a lessee of a motor vehicle; (3) any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; or (4) any person entitled by the terms of an express warranty applicable to a motor vehicle to enforce the warranty obligations.
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use, safety or value of the motor vehicle to the consumer is referred to as a <i>nonconformity</i> .
5. Warranty defined	Not defined.
6. Lemon law rights period	Not defined.
7. Manufacturer’s obligation to repair	If a motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the period of two years following the date of the motor vehicle's original delivery to a consumer or the first 24,000 miles of operation, whichever occurs first, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the express warranties. The necessary repairs must be made even if the applicable period has expired.

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8. Manufacturer's obligation to repurchase or replace	If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting a nonconformity after a reasonable number of attempts, then the manufacturer must either replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if any of the following occurs:</p> <p>(1) During the period of two years following the date of the motor vehicle's original delivery to a consumer or the first 24,000 miles of operation, whichever occurs first, either:</p> <ul style="list-style-type: none"> the same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, but the nonconformity continues to exist; or the motor vehicle is out of service by reason of repair for a cumulative total of 30 or more calendar days. <p>(2) Within the express warranty term or during the period of one year following the date of the motor vehicle's original delivery to a consumer whichever occurs first:</p> <ul style="list-style-type: none"> the vehicle has a nonconformity that results in a condition likely to cause death or serious bodily injury if the vehicle is driven and has been subject to at least two repair attempts and the nonconformity continues to exist. <p>The term of an express warranty and such one-year period shall be extended by any period during which repair services are not available to the consumer because of war, invasion, strike or fire, flood or other natural disaster.</p>
10. Notice of nonconformity and final opportunity to repair	<p>A consumer may not be required to notify the manufacturer of a claim under the lemon law unless the manufacturer has clearly and conspicuously disclosed, in the warranty or owner's manual, that written notification of the nonconformity is required before the consumer is eligible for a refund or replacement of the vehicle.</p> <p>A consumer may not assert a claim under the lemon law unless the manufacturer, its agent or authorized dealer has made at least one attempt to repair the nonconformity, or the manufacturer, its agent or authorized dealer has refused to attempt to repair the nonconformity.</p>
11. Affirmative defenses	(3) It is an affirmative defense that (1) an alleged nonconforming condition does not significantly impair the use, safety or value, or (2) a nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by a consumer.
12. Refund	<p>Refund to the consumer, lessor, and/or lienholder, consists of:</p> <p>(1) The full contract price of the vehicle, including but not limited to charges for undercoating, dealer preparation and transportation, and installed options;</p> <p>(2) All collateral charges, including but not limited to sales tax, license and registration fees, and similar government charges;</p> <p>(3) All finance charges incurred by the consumer after the consumer first reports the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is out of service by reason of repair; [Although the lemon law limits the award of finance charges to periods when the vehicle is out of service due to repair, the Office of the Attorney General has interpreted other lemon law provisions as permitting the refund of all earned finance charges.]</p> <p>Incidental damages directly caused by the vehicle's nonconformity, including reasonably incurred charges for alternate transportation, towing, and lodging.</p>

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13. Replacement	Replacement is a new vehicle acceptable to the consumer.
14. Reasonable allowance	<p>Applies to a refund but not to a replacement. The reasonable allowance for the consumer's use of the vehicle must be calculated as follows:</p> $\frac{\# \text{ miles vehicle traveled attributable to use by the consumer before the reasonable manufacturer's acceptance of its return total}}{(4) \text{ for use 120,000 price}} \times \text{contract price}$
15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. Enhanced damages	Not specified, though a violation of the lemon law is deemed an unfair or deceptive trade practice.
17. Attorney's fees	In an action by a consumer, the court has discretion to award to the consumer costs and reasonable attorney's fees. If the action is without any substantial justification, the court may award costs and reasonable attorney's fees to the defendant.
18. Statute of limitations	Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed within four years from the date the alleged defect is discovered.
19. Manufacturer-sponsored arbitration	The lemon law provisions requiring repurchase or replacement of a nonconforming motor vehicle do not apply to a consumer who has not first used an informal dispute settlement procedure that has been certified by the Attorney General as complying with 16 C.F.R. Part 703 and the lemon law.
20. State-sponsored arbitration	If the manufacturer has not established an informal dispute settlement procedure that has been certified by the Attorney General, the consumer may request arbitration through the procedure established by the Department of Consumer Protection.
21. Dealer liability	No dealer can be held liable by the manufacturer for any refunds or replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions.

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22. Restrictions on resale of returned vehicles
Lemon Law:

A motor vehicle that requires replacement or refund and is returned pursuant to any provision of the lemon law or in settlement of any complaint made under the lemon law, shall not be resold, transferred or leased in Connecticut without the required disclosures.

The manufacturer must stamp the words "MANUFACTURER BUYBACK-LEMON" clearly and conspicuously on the face of the original title in letters at least 1/4 inch high. Within 30 days after receiving title to the returned vehicle, the manufacturer must submit a copy of the stamped title to the Department of Motor Vehicles. Anyone who applies for a title must disclose to the Department of Motor Vehicles that the vehicle was returned.

If, due to a nonconformity or defect, the manufacturer accepts return of a vehicle in exchange for a refund or replacement, whether as a result of administrative or judicial determination, an arbitration proceeding, or a voluntary settlement, must notify DMV and provide it with all relevant information.

These provisions apply to vehicles returned in other states due to a nonconformity or defect in exchange for a refund or replacement vehicle, and which a lessor or transferor with actual knowledge subsequently sells, transfers, or leases in Connecticut.

DMV Regulations:
(1) Notice to DMV

Any person who takes title, possession, or custody of a returned vehicle must notify DMV within 20 days by submitting a copy of the disclosure statement. No person shall sell, lease, transfer or authorize for sale or lease any returned vehicle until the required notice has been submitted to DMV.

(2) Notice on vehicle

Any person who receives the returned vehicle must affix a copy of the disclosure statement to the windshield and place it in any contract for sale or lease. No person may display a returned vehicle without affixing the disclosure statement to the vehicle.

The disclosure statement cannot be removed from a motor vehicle unless DMV gives written approval after receiving an engineering inspection report certifying that the defects or conditions that resulted in the replacement or refund have been corrected or repaired. A licensed professional engineer, having expertise in the technical areas of the defects or conditions must supervise any repairs, test, or procedures, and must prepare and sign the engineering inspection report.

The report must contain at least the following: (1) VIN, make, model, year, and prior title number; (2) listing of the defects or conditions for which the vehicle was returned; (3) the diagnostic procedures and their results, performed to analyze, repair, or correct the defects or conditions; (4) listing of all parts replaced, adjusted, or repaired, or in any way modified in conjunction with the repair or correction, including all documents relating to the repair or correction; and (5) a statement of the jurisdiction in which the engineer is licensed, his license number, and his qualifications including experience, education, and training in the technical areas that are the subject of the report.

The costs of inspection and engineering report must be borne by the party requesting that DMV approve the removal of the disclosure statement. DMV must respond with 60 days, notifying the party whether the request is approved or disapproved and the reasons for disapproval.

DMV must maintain a listing of returned vehicles. Any person may have access to the listing upon written application to DMV.

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The disclosure statement affixed to the vehicle must be at least 4½ inches wide by 5 inches long, with a heading in bold face capital letters at least 18 point and body in regular or medium face type at least 12 point. Each defect or condition that substantially impaired the vehicle's use, safety or value must be listed separately on a number line. The disclosure statement must be in a format substantially as follows:

DISCLOSURE STATEMENT

Vehicle Identification Number (VIN):

Year:

Make:

Model:

Prior Title Number:

State of Title:

Warning: This vehicle was previously sold as new, It was subsequently alleged or found to have the following defect(s) or condition(s).

1.

2.

3.

4.

5.

As a result of the defect(s) or condition(s) or a combination of both enumerated above this motor vehicle was replaced or a refund made. This motor vehicle may not be sold as new. This "disclosure statement" may only be removed after written acceptance by the commissioner of motor vehicles of an authorized engineering report that the defect(s) or condition(s) or combination of both has been corrected.

(3) Notice in contract

No person may sell or lease a returned vehicle unless the disclosure language is included in the contract for sale or lease. The disclosure statement contained in the contract for sale or lease of a returned vehicle, or contained in a form affixed to and made a part of the contract, must contain the following language:

DISCLOSURE STATEMENT

Vehicle Identification Number (VIN):

Year:

Make:

Model:

Prior Title Number:

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	<p>State of Title:</p> <p>Warning: This vehicle was previously sold as new. It was subsequently alleged or found to have the following defect(s) or condition(s) .</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>As a result of the defect(s) or condition(s) or a combination of both enumerated above this motor vehicle was replaced or a refund made. This motor vehicle may not be sold as new.</p> <p>This disclosure statement must be boxed, and have a heading printed in extra boldface type in 16 point and a body printed in 12 point boldface type. The dealer must obtain the consumer's acknowledgment of the disclosure at the time of sale or lease as evidenced by the consumer's signature within the box.</p> <p>(4) Notice on title</p> <p>The manufacturer must stamp the words "MANUFACTURER BUYBACK" clearly and conspicuously on the face of the original title in letters at least 1/4 inch high and must submit a copy of the stamped title to DMV within 10 days. DMV will print the words "MANUFACTURER BUYBACK" on the face of any new title. Any person who applies for a title for a returned vehicle must disclose that the vehicle was returned on the application for title.</p>
23. Point of sale notice of lemon law rights	<p>If the manufacturer does not provide a certified dispute settlement program, the dealer must post notification of the department's motor vehicle dispute settlement program and the method by which a consumer may utilize it. Such notification shall be prominently posted in the area of the dealership service department where consumers transact business. The Commissioner shall post on the department's website the required standard language and formatting for such notification.</p>
24. Limitation on waiver	<p>Not specified.</p>

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