

ILLINOIS LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	18 months following original delivery.
ELIGIBLE VEHICLE	(1) A passenger car, including a multipurpose passenger vehicle, that is designed for carrying not more than 10 persons; (2) a motor vehicle weighing under 8,000 pounds that is designed for carrying more than 10 persons or used for living quarters, for pulling or carrying freight, cargo or implements of husbandry; (3) a vehicle purchased or leased by a fire department; and (4) a recreational vehicle other than a camping trailer or travel trailer. Does not cover used vehicles.
ELIGIBLE CONSUMER	An individual who purchases or leases for at least one year a new motor vehicle for the purposes of transporting himself and others, as well as their personal property, for primarily personal, household or family purposes; and a fire department that purchases or leases for at least one year a new motor vehicle.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Not specified.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: during “statutory warranty period” (earlier of one year or 12,000 miles after original delivery), either (1) four or more attempts or (2) out of service for 30 business days.
NOTICE TO MANUFACTURER	For presumption to apply, prior direct written notification.
FINAL OPPORTUNITY TO REPAIR	For presumption to apply, an opportunity to correct.
REASONABLE ALLOWANCE	Wear and tear from use prior to first report of nonconformity and any subsequent period when not out of service.
DISPUTE RESOLUTION	Before obtaining lemon law remedies, consumer must resort to manufacturer’s program if it complies with 16 C.F.R. Part 703 and state requirements.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	No.

This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
Updated 1/2/2009 © 2009, Council of Better Business Bureaus, Inc.

ILLINOIS LEMON LAW SUMMARY	
1. Citation	815 Ill. Comp. Stat. §§ 380/1 through 380/8.
2. Motor vehicle covered	<p>Covers the following new motor vehicles:</p> <p>(1) A passenger car, including a multipurpose passenger vehicle, that is designed for carrying not more than 10 persons;</p> <p>(2) A motor vehicle weighing under 8,000 pounds that is designed for carrying more than 10 persons or used for living quarters, for pulling or carrying freight, cargo or implements of husbandry;</p> <p>(3) A vehicle purchased or leased by a fire department or fire protection district; and</p> <p>(4) A recreational vehicle other than a camping trailer or travel trailer.</p> <p>A motor vehicle is new if it has not been previously sold, bargained, exchanged, given away, or transferred from the person who first acquired it from the manufacturer, importer, dealer, or agent of the manufacturer or importer. A motor vehicle is not considered used until it has been placed in a bona fide consumer use, regardless of the number of transfers. "Bona fide consumer use" means actual operation by an owner who acquired the vehicle for use in business or for pleasure purposes and who has been granted a certificate of title on the motor vehicle and has registered the motor vehicle.</p>
3. Consumer covered	An individual who purchases or leases for at least one year a new motor vehicle for the purposes of transporting himself and others, as well as their personal property, for primarily personal, household or family purposes, and a fire department or fire protection district that purchases or leases for at least one year a new motor vehicle.
4. Nonconformity defined	Defined as a new motor vehicle's failure to conform to all applicable express warranties which substantially impairs the use, market value or safety of the vehicle.
5. Warranty defined	<p>"Express warranty" has the same meaning as provided in the Uniform Commercial Code.</p> <p>Express warranties by the seller are created as follows: (1) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise; (2) any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description; and (3) any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.</p> <p>It is not necessary to the creation of an express warranty that the seller use formal words such as "warrant" or "guarantee" or that he have a specific intention to make a warranty, but an affirmation merely of the value of the goods or a statement purporting to be merely the seller's opinion or commendation of the goods does not create a warranty.</p>
6. Lemon law rights period	"Statutory warranty period" means one year or 12,000 miles, whichever occurs first, after the date of the new motor vehicle's original delivery to the consumer who purchased or leased it.
7. Manufacturer's obligation to repair	Not specified.
8. Manufacturer's obligation to repurchase or replace	If the manufacturer, agent, distributor or dealer is unable to conform the new motor vehicle to any applicable express warranty after a reasonable number of attempts, the manufacturer must replace or repurchase the vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, during the statutory warranty period, either of the following occurs:</p> <p>(1) The same nonconformity has been subject to repair 4 or more times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist; or</p> <p>(2) The new motor vehicle has been out of service by reason of repair of nonconformities for a total of 30 or more business days.</p>

This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
Updated 1/2/2009 © 2009, Council of Better Business Bureaus, Inc.

10. Notice of nonconformity and final opportunity to repair	The presumption that a reasonable number of repair attempts has occurred does not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer, and has had an opportunity to correct the alleged defect.
11. Affirmative defenses	It is an affirmative defense that the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations.
12. Refund	<p>Purchased vehicle</p> <p>Refund consists of:</p> <ol style="list-style-type: none"> (1) Full purchase price of the new motor vehicle; and (2) All collateral charges, not including taxes paid by the purchaser on the initial purchase of the new motor vehicle; (3) Less a reasonable allowance for consumer use of the vehicle. <p>Leased vehicle</p> <p>Refund consists of:</p> <ol style="list-style-type: none"> (1) Deposits, fees, taxes, down payments, periodic payments, and any other amount paid to the manufacturer, agent, distributor, or dealer by a consumer in connection with the lease of a new motor vehicle; (2) Less a reasonable allowance for consumer use of the vehicle.
13. Replacement	Replacement is a new vehicle of like model line, if available, or otherwise a comparable motor vehicle.
14. Reasonable allowance	The reasonable allowance for consumer use of the new motor vehicle is that amount directly attributable to the wear and tear incurred by the new vehicle as a result of its having been used prior to the first report of a nonconformity to the manufacturer, agent, distributor or dealer, and any subsequent period in which the vehicle is not out of service by reason of repair.
15. Refund of sales tax	<p>The manufacturer does not refund sales tax for an owned vehicle. The lemon law might be read to require the manufacturer to refund taxes paid by a lessee.</p> <p>The retailer who initially sold the vehicle may file a claim for credit for taxes paid pursuant to the Retailers' Occupation Tax Act.</p>
16. Enhanced damages	Not specified.
17. Attorney's fees	No provision allowing the consumer to recover attorney's fees.
18. Statute of limitations	An action must be commenced within 18 months after the new motor vehicle's original delivery to the consumer.
19. Manufacturer-sponsored arbitration	The lemon law provisions requiring repurchase or replacement of a nonconforming new motor vehicle do not apply to a consumer who has not first used an informal settlement procedure, as long as (1) the procedure conforms to Rule 703 and disclosure requirements in the lemon law, and (2) the consumer has received from the manufacturer, agent, distributor or dealer adequate written notice of the existence of the procedure. Adequate written notice includes but is not limited to the incorporation of the procedure into the written warranty.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified. A consumer who elects to proceed or settle under the lemon law is barred from a separate cause of action under the Uniform Commercial Code.

This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
Updated 1/2/2009 © 2009, Council of Better Business Bureaus, Inc.

<p>22. Restrictions on resale of returned vehicles</p>	<p>No manufacturer may resell any motor vehicle that has been finally ordered, determined, or adjudicated as having a nonconformity under Illinois' or any other state's lemon law, and that was repurchased or replaced because of the nonconformity, unless (1) the manufacturer has corrected the nonconformity; and (2) the manufacturer issues a disclosure statement prior to resale stating that the vehicle was repurchase or replaced under a lemon law</p> <p>The disclosure statement must (1) accompany the vehicle through the first retail purchase; (2) identify the nonconformity; (3) warrant that the nonconformity has been corrected; (4) be signed by the customer; and (5) be in at least 8-point type in substantially the following form:</p> <p>IMPORTANT</p> <p>Vehicle Identification Number (VIN): (Insert VIN Number); Year: (Insert Year); Make (Insert Make); Model: (Insert Model). This vehicle was previously sold as new. It was subsequently ordered as having a nonconformity by final decision of court proceeding or State run arbitration. It was subsequently repurchased by its manufacturer because it did not conform to the manufacturer's express warranty and the nonconformity was not cured within a reasonable time as provided by Illinois law. The following nonconformities have been corrected (a minimum of 5 numbered lines shall be provided to describe the nonconformity or nonconformities).</p>
<p>23. Point of sale notice of lemon law rights</p>	<p>The seller must provide to the consumer upon delivery a written statement clearly and conspicuously setting forth in full detail the consumer's lemon law rights and the lemon law's presumption.</p>
<p>24. Limitation on waiver</p>	<p>Not specified.</p>

This information is not intended as legal advice.
Please direct specific questions to your legal counsel.
Updated 1/2/2009 © 2009, Council of Better Business Bureaus, Inc.