

STANDARDS OF THE WYOMING LEMON LAW

The following is a brief explanation of most relevant provisions of the Wyoming lemon law. The complete text of the lemon law can be found at Wyoming Stat. § 40-17-101.

VEHICLES COVERED

The Wyoming lemon law covers any motor vehicle sold or registered in the state, with an unladen weight of under 10,000 pounds.

CONSUMERS COVERED

The lemon law covers the following “consumers”:

1. Any person who purchases, other than for purposes of resale, a motor vehicle to which an express warranty applies;
2. Any person to whom a motor vehicle is transferred during the term of an express warranty applicable to the motor vehicle; and
3. Any person entitled by the terms of an express warranty applicable to a motor vehicle to enforce the warranty.

The lemon law appears not to cover a lessee.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

The lemon law covers any defect or condition that substantially impairs the use and fair market value of the motor vehicle to the consumer. This is referred to as a *nonconformity*.

The Wyoming lemon law provides manufacturers with an affirmative defense if it can be shown that the alleged nonconformity does not substantially impair the use and fair market value of the motor vehicle, or the nonconformity is the result of abuse, neglect or unauthorized modification or alteration of the motor vehicle by a consumer.

MANUFACTURER’S DUTY 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 within one year following the motor vehicle’s original delivery to the consumer, 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 one year period has expired.

MANUFACTURER’S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any 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.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Wyoming lemon law establishes a *presumption* that a reasonable number of attempts has been undertaken to conform a motor vehicle to the express warranty if, within one year following the motor vehicle’s original delivery to the consumer, either of the following occurs:

1. The same nonconformity has been subject to repair more than three times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist; or
2. The motor vehicle is out of service due to repair for a cumulative total of 30 business days.

Shall be extended by any period of time during which the vehicle could not reasonably be repaired due to war, invasion, act of terror, civil unrest, strike, fire, flood or natural disaster.

NOTICE AND OPPORTUNITY TO REPAIR

The *presumption* that a reasonable number of repair attempts has been undertaken 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 a reasonable opportunity to cure the alleged defect.

DISPUTE RESOLUTION

If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

TIME PERIOD FOR FILING CLAIMS

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

REMEDIES UNDER THE WYOMING LEMON LAW

REPURCHASE

The Wyoming lemon law sets out the following amounts that a manufacturer must pay when it repurchases a motor vehicle under the lemon law:

1. The motor vehicle's full purchase price; and
2. All collateral charges;
3. Less a reasonable allowance for the consumer's use.

Refunds must be made to the consumer and any lienholder as their interests may appear.

The reasonable allowance for use is defined as an amount directly attributable to use of the motor vehicle prior to the first report of the nonconformity to the manufacturer, its agent or dealer, and during any subsequent period when the motor vehicle is not out of service due to repair.

REPLACEMENT

When replacing a vehicle under the Wyoming lemon law, the manufacturer must provide a new or comparable motor vehicle of the same type and similarly equipped. The reasonable allowance for use does not apply to a replacement.