

FLORIDA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	For certified procedure, Lemon Law Rights Period (24 months from original delivery) plus 60 days. For state Board, Lemon Law Rights Period plus 60 days or 30 days after procedure's final action, whichever is later. To file in court, 1 year after Lemon Law Rights Period or final action of procedure, state Board or Division of Consumer Services.
ELIGIBLE VEHICLE	A new motor vehicle sold in Florida to transport persons or property, including a demonstrator, recreational vehicle, and a leased vehicle if the lessee is responsible for repairs. Excludes any vehicle run only on tracks, off-road vehicle, truck over 10,000 pounds G.V.W., motorcycle, moped, or the living facilities of a recreational vehicle.
ELIGIBLE CONSUMER	(1) The purchaser , other than for purposes of resale, or the lessee , of a vehicle primarily used for personal, family or household purposes; (2) any person to whom such vehicle is transferred for the same purposes during the duration of the Lemon Law Rights Period; or (3) any other person entitled by the terms of the warranty to enforce the obligations of the warranty. Subsequent owners are covered if the vehicle is transferred from one consumer to another during the Lemon Law Rights Period (24 months from original delivery).
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Lemon law rights period (24 months from original delivery).
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: during lemon law rights period, (1) three times plus a final attempt after receiving consumer's notice; or (2) out of service for 30 days plus an opportunity for a final repair attempt.
NOTICE TO MANUFACTURER	Notice by registered or express mail after 3 repair attempts or 15 days out of service.
FINAL OPPORTUNITY TO REPAIR	After receipt of consumer's notice.
REASONABLE ALLOWANCE	Both refund and replacement: miles attributable to consumer at settlement or hearing divided by 120,000, multiplied by purchase price.
DISPUTE RESOLUTION	Before obtaining lemon law remedies, must resort to manufacturer's program if certified; must then file with state Board.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	Yes.

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1. Citation	Florida Statutes §§ 681.10 through 681.118; § 520.31; § 521.003; and § 319.14. Florida Admin. Code § 2-30.001, and §§ 5J-11.002 through 5J-11.011.
2. Motor vehicle covered	Cars and trucks that are sold in Florida to transport persons or property, including demonstrators, recreational vehicles, and leased vehicles if the lessee is responsible for repairs. Excludes vehicles run only on tracks, off-road vehicles, trucks over 10,000 pounds G.V.W., motorcycles, mopeds, or the living facilities of recreational vehicles. “Living facilities of recreational vehicles” are those portions designed, used, or maintained primarily as living quarters, and include but are not limited to the flooring, plumbing system and fixtures, roof air conditioner, furnace, generator, electrical systems other than automotive circuits, the side entrance door, exterior compartments, and windows other than the windshield and driver and front passenger windows.
3. Consumer covered	(1) The purchaser, other than for purposes of resale, or the lessee, of a vehicle primarily used for personal, family or household purposes; (2) Any person to whom such vehicle is transferred for the same purposes during the duration of the Lemon Law Rights Period; or (3) Any other person entitled by the terms of the warranty to enforce the obligations of the warranty. Subsequent owners are covered if the vehicle is transferred from one consumer to another during the Lemon Law Rights Period (24 months after the date of the motor vehicle’s original delivery to a consumer). (Guidance from Department of Agriculture’s Division of Consumer Services.)
4. Nonconformity defined	Defined as a defect or condition that substantially impairs the use, value or safety of a vehicle. Regulations define “condition” to mean a general problem (e.g., vehicle fails to start, vehicle runs hot, etc.) that may be attributable to a defect in more than one part. In addition, the lemon law requires repurchase/replacement only if the nonconformity causes the vehicle to not conform to the warranty. Nonconformity does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the motor vehicle by persons other than the manufacturer or its authorized service agent.
5. Warranty defined	“Warranty” means any written warranty issued by the manufacturer, or any affirmation of fact or promise made by the manufacturer, excluding statements made by the dealer, in connection with the sale of a motor vehicle to a consumer, relating to the nature of the material or workmanship and affirming or promising that such material or workmanship is free of defects or will meet a specified level of performance.
6. Lemon law rights period	Defined as the period ending 24 months after the date of the motor vehicle’s original delivery to a consumer.
7. Manufacturer’s obligation to repair	If a vehicle does not conform to the warranty and the consumer first reports the problem to the manufacturer or its authorized service agent during the Lemon Law Rights Period, the manufacturer or its authorized service agent shall repair the motor vehicle, even if the repairs are made after the Lemon Law Rights Period. After three attempts have been made to repair the same nonconformity, the consumer must give written notice to the manufacturer, by registered or express mail, of the need to repair the nonconformity. After the motor vehicle is out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 15 or more days, exclusive of down time for routine maintenance prescribed by the owner’s manual, the consumer must give written notice to the manufacturer by registered or express mail.
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer or its authorized service agent cannot conform a vehicle to its warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer must either repurchase or replace the vehicle. The consumer has a right to choose repurchase rather than replacement.

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9. Criteria for reasonable number of repair attempts	<p>Presumed if, during the Lemon Law Rights Period, either (1) the same nonconformity has been subject to repair at least three times by the manufacturer or its authorized service agent, plus a final attempt by the manufacturer after receiving the registered or express mail notice from the consumer, and the nonconformity continues to exist; or (2) the vehicle has been out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 30 or more days (60 days for recreational vehicles), exclusive of down time for routine maintenance prescribed by the owner's manual. The manufacturer must have had the opportunity for a final repair attempt as described below.</p> <p>Regulations define “repair attempt” as the replacement of a component, or some adjustment made, to correct a substantial defect or condition covered by the manufacturer's warranty. An examination of a reported defect or condition, without a subsequent adjustment or component replacement, may be considered a repair attempt if it is later shown that repair work was justified. Examination or repair performed by anyone other than the manufacturer or its authorized service agent is not considered a repair attempt.</p> <p>Regulations define “out-of-service day” as any day, including weekends and holidays, when the vehicle is left at an authorized service agent or manufacturer's designated repair facility for an examination or repair of one or more substantial defects or conditions covered by the manufacturer's warranty. The days for each visit start on the day the vehicle is brought in to the repair facility and end on the day the work is completed. If the vehicle is left at the repair facility for routine maintenance, repair of minor defects, or repairs to defects first reported after the lemon law rights period expired, the days will not be considered as out-of-service days.</p>
10. Notice of nonconformity and final opportunity to repair	<p>After three attempts have been made to repair the same nonconformity, the consumer must give written notice to the manufacturer, by registered or express mail, of the need to repair the nonconformity.</p> <p>After the manufacturer receives the consumer's notice by registered or express mail, the manufacturer must respond within 10 days and give the consumer the opportunity to have the vehicle repaired at a reasonably accessible repair facility within a reasonable time after the consumer's receipt of the response. Regulations further provide that the manufacturer's response must be received by the consumer within 10 days from the date that the manufacturer receives the consumer's written notification. After the vehicle is delivered to that facility, the manufacturer must correct the nonconformity within 10 days (45 days for recreational vehicles).</p> <p>The requirement for the manufacturer to be given a final repair attempt does not apply if the manufacturer does not properly respond to the consumer within 10 days of receipt of the consumer's notice, or if it does not perform the repairs within the prescribed time periods.</p> <p>After the motor vehicle is out of service by reason of repair of one or more nonconformities by the manufacturer or its authorized service agent for a cumulative total of 15 or more days, exclusive of down time for routine maintenance prescribed by the owner's manual, the consumer must give written notice to the manufacturer by registered or express mail.</p> <p>After receiving the registered or express mail notice from the consumer, the manufacturer or its agent has an opportunity to inspect or repair the vehicle.</p>
11. Affirmative defenses	<p>It is an affirmative defense that:</p> <ol style="list-style-type: none"> (1) The alleged nonconformity does not substantially impair the use, value, or safety of the vehicle; (2) The nonconformity is the result of accident, abuse, neglect, or unauthorized modifications or alterations of the motor vehicle by persons other than the manufacturer or its authorized service agent; or (3) The claim by the consumer was not filed in good faith. <p>The manufacturer may also raise any other defense allowed by law.</p>
12. Refund	<p>Purchased Vehicle</p> <p>Refund consists of:</p> <ol style="list-style-type: none"> (1) Purchase price – cash price for the vehicle, inclusive of any allowance for a trade-in vehicle

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	<p>but excluding debt from a previous transaction;</p> <p>(2) Reasonably incurred collateral charges – additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle, including but are not limited to:</p> <ol style="list-style-type: none"> sales taxes and title charges; manufacturer-installed or agent-installed items or service charges; earned finance charges; and <p>(3) Reasonably incurred incidental charges – reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle;</p> <p>(4) Less a reasonable offset for use.</p> <p>“Purchase price” means the price at which the seller, in the ordinary course of business, offers to sell for cash the motor vehicle that is the subject of the transaction, and at the seller’s option may include the price of accessories, services related to the sale, service contracts, and taxes, but does not include any finance charge.</p> <p>“Allowance for trade-in vehicle” means the net trade-in allowance as reflected in the purchase contract if acceptable to the consumer and the manufacturer. If that amount is not acceptable to both parties, then the trade-in allowance is an amount equal to the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) or NADA Recreation Vehicle Appraisal Guide, whichever is applicable, in effect at the time of the trade-in. The manufacturer is responsible for providing the applicable NADA book.</p> <p>Leased Vehicle</p> <p><i>To the lessee:</i></p> <ol style="list-style-type: none"> Lessee Cost – total deposit and rental payments previously paid to the lessor for the leased vehicle, excluding debt from a previous transaction; Reasonably incurred collateral charges – additional charges to a consumer wholly incurred as a result of the acquisition of the vehicle. They include, but are not limited to, sales taxes and title charges, manufacturer-installed or agent-installed items or service charges, and earned finance charges; and Reasonably incurred incidental charges – reasonable costs to the consumer that are directly caused by the nonconformity of the vehicle; Less a reasonable offset for use. <p><i>To the lessor:</i> The <i>Lease Price</i> MINUS the <i>Lessee Cost</i>.</p> <p><i>Lease Price</i> means the capitalized cost and each of the following items to the extent not included in the capitalized cost:</p> <ol style="list-style-type: none"> The lessor’s earned rent charges through the date of repurchase; Collateral charges, if applicable; Any fee paid to another to obtain the lease; Any insurance or other costs expended by the lessor for the benefit of the lessee; and An amount equal to state and local sales taxes, not otherwise included as collateral charges, paid by the lessor when the vehicle was initially purchased.
<p>13. Replacement</p>	<p>Replacement is a motor vehicle, acceptable to the consumer, that is identical or reasonably equivalent to the motor vehicle to be replaced as it existed at the time of acquisition. “Reasonably equivalent” means the MSRP of the replacement vehicle must not exceed 105% of the MSRP of the motor vehicle to be replaced. In the case of a recreational vehicle, “reasonably equivalent” means the retail price of the replacement vehicle must not exceed 105% of the purchase price of the recreational vehicle to be replaced.</p> <p>The replacement must include all reasonably incurred collateral and incidental charges.</p>
<p>14. Reasonable allowance</p>	<p>Applies to a refund and to a replacement. The reasonable offset for use is defined as:</p> $\text{offset for use} = \frac{\text{number of miles attributable to a consumer vehicle up to the date of the arbitration hearing}}{120,000 \text{ (60,000 for recreational vehicles)}} \times \text{purchase price}$ <p>The Attorney General interprets “miles attributable to a consumer” to exclude reasonable miles driven to and from the authorized service agent for repair of the nonconformity.</p>

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15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. The Department of Revenue must refund to the manufacturer any sales tax that the manufacturer refunded to the consumer, lienholder, or lessor, if the manufacturer provides the Department with a written request for a refund and evidence that the sale tax was paid when the vehicle was purchased and was refunded to the consumer, lienholder, or lessor.
16. Enhanced damages	If the manufacturer's appeal of a state Board decision is denied, the court will award the consumer \$25/day for each day beyond 40 following the manufacturer's receipt of the decision. In addition, a violation of the lemon law by a manufacturer is an unfair or deceptive trade practice.
17. Attorney's fees	A court may award a prevailing consumer the amount of any pecuniary loss, litigation costs, reasonable attorney's fees, and appropriate equitable relief. If the court finds the consumer filed a claim in bad faith or solely for the purpose of harassment, or in complete absence of a justiciable issue of either law or fact, the consumer is liable for all costs and reasonable attorney's fees incurred by the manufacturer or its agent as a direct result of the bad faith claim.
18. Statute of limitations	<p>If a manufacturer participates in a certified dispute settlement procedure, the consumer must file a claim with the certified procedure no later than 60 days after expiration of the Lemon Law Rights Period. The consumer may file a claim with the state Board no later than 60 days after expiration of the Lemon Law Rights Period or within 30 days after final action of the certified procedure, whichever is later.</p> <p>An action must be brought within 1 year after the expiration of the Lemon Law Rights Period. If the consumer resorts to an informal dispute settlement procedure, the Division of Consumer Services, or the Florida New Vehicle Arbitration Board, an action must be brought within 1 year after the final action of the procedure, Division, or Board.</p>
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 a dispute settlement procedure if (1) the procedure has been certified by the Division of Consumer Services as complying with 16 C.F.R. Part 703 and the lemon law and regulations; and (2) at the time of the vehicle's acquisition, the manufacturer informed the consumer in writing how and where to file a claim with the procedure.
20. State-sponsored arbitration	<p>A consumer may file a claim with the Florida New Motor Vehicle Arbitration Board if:</p> <ol style="list-style-type: none"> 1. The certified procedure does not render a decision within 40 days of filing; 2. The consumer is not satisfied with the certified procedure's decision or the manufacturer's compliance with the decision; or 3. The manufacturer does not participate in a certified procedure. <p>The claim must be filed with the Florida New Motor Vehicle Arbitration Board no later than 60 days after the expiration of the Lemon Law Rights Period or 30 days after the final action of a certified procedure, whichever date occurs later.</p> <p>To obtain a "Consumer Guide to the Florida Lemon Law," or speak with someone about the Lemon Law, consumers in Florida may call the Florida Department of Agriculture & Consumer Services's Lemon Law Hotline at 1-800-321-5366, or 1-850-488-2221 for consumers outside Florida.</p>
21. Dealer liability	<p>Except for point-of-sale and resale disclosures, nothing in the lemon law imposes any liability on a dealer or creates a cause of action by a consumer against a dealer, except for written express warranties made by the dealer apart from the manufacturer's warranties. A dealer may not be made a party defendant in any action involving or relating to the lemon law, except as provided.</p> <p>The manufacturer must not charge back or require reimbursement by the dealer for any costs, including but not limited to any refunds or vehicle replacements, incurred by the manufacturer arising out of the lemon law, in the absence of evidence that the related repairs had been carried out by the dealer in a manner substantially inconsistent with the manufacturer's published instructions.</p>

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<p>22. Restrictions on resale of returned vehicles</p>	<p>A manufacturer who accepts return of a motor vehicle by reason of settlement, determination, or decision pursuant to the lemon law must notify the Department of Legal Affairs and report the VIN within 10 days after the acceptance, transfer, or disposal of vehicle, whichever occurs later.</p> <p>A person must not knowingly lease, sell at wholesale or retail, or transfer title to a vehicle that was returned by reason of settlement, determination, or decision pursuant to the lemon law or similar statute of another state, unless the nature of the nonconformity is clearly and conspicuously disclosed to the prospective transferee, lessee, or buyer, and the manufacturer warrants to correct the nonconformity for a term of 1 year or 12,000 miles, whichever occurs first.</p> <p>“Settlement” means an agreement entered into between a manufacturer and consumer that occurs after a dispute is submitted to an informal dispute settlement procedure or the state Board.</p> <p>No person shall knowingly offer for sale, sell, or exchange any vehicle that has been repurchased by a manufacturer pursuant to a settlement, determination, or decision under the lemon law, until the Department of Motor Vehicles has stamped “Manufacturer’s Buy Back” on the certificate of title to reflect that the vehicle is a nonconforming vehicle. The brand must be noted on the registration certificate, and must be carried forward on all subsequent certificates of title and registration certificates for the life of the vehicle.</p> <p>No person shall knowingly sell, exchange, or transfer a nonconforming vehicle without, prior to consummating the sale, exchange, or transfer, disclosing in writing to the purchaser, customer, or transferee the fact that the vehicle is nonconforming. Any person who knowingly or intentionally advertises, publishes, disseminates, circulates, or places before the public in any communications medium, directly or indirectly, any offer to sell or exchange the vehicle must clearly and precisely state in each offer that the vehicle is nonconforming.</p> <p>If the designation of the condition of the vehicle is not noted on the certificate of title and registration certificate, a person who actively concealed the condition of the vehicle from the purchaser may be liable or accountable in any civil action arising out of a violation of these requirements.</p> <p>Title of a nonconforming vehicle need not be branded if it was transferred to an owner for private use and the vehicle has 36,000 miles or more on the odometer or 34 months (sic), whichever is later.</p>
<p>23. Point of sale notice of lemon law rights</p>	<p>Each manufacturer must provide to its consumers in the written warranty or owner’s manual conspicuous notice of the address and phone number for its zone, district, or regional office for Florida. By January 1 of each year, each manufacturer must forward to the Department of Legal Affairs a copy of the owner’s manual and any written warranty for each make and model of motor vehicle that it sells in Florida.</p> <p>At the time of acquisition, the manufacturer must inform the consumer clearly and conspicuously in writing how and where to file a claim with a certified procedure. The manufacturer must provide to the dealer, and at the time of acquisition the dealer must provide to the consumer, a written statement that explains the consumer’s rights under this chapter. The written statement must be prepared by the Department of Legal Affairs and must contain a toll-free number for the Division that the consumer can contact to obtain information regarding the consumer’s rights and obligations under the lemon law or to commence arbitration. If the manufacturer obtains a signed receipt for timely delivery of sufficient quantities of this written statement to meet the dealer’s vehicle sales requirements, it is prima facie evidence of compliance by the manufacturer. The consumer’s signed acknowledgment of receipt of materials required under this subsection constitutes prima facie evidence of compliance by the manufacturer and dealer. The form of the acknowledgments must be approved by the Department of Legal Affairs, and the dealer must maintain the consumer’s signed acknowledgment for 3 years.</p> <p>Each manufacturer participating in a certified dispute settlement procedure must notify each consumer, in writing and upon the acquisition of the vehicle, (1) if a decision is not rendered by the procedure within 40 days from the date the consumer files a claim, the consumer may immediately file a Request for Arbitration with the Division of Consumer Services, Lemon Law Section; and (2) the toll-free telephone number of the Division of Consumer Services, Lemon Law Section.</p>

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24. Limitation on waiver	Any agreement entered into by a consumer that waives, limits, or disclaims lemon law rights, or that requires a consumer not to disclose the terms of the agreement, is void as contrary to public policy. Lemon law rights extend to a subsequent transferee of the motor vehicle.
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