

## UTAH LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Not specified. Assuming UCC statute of limitations applies, claim must be filed within four years from date defect is discovered.
<b>ELIGIBLE VEHICLE</b>	Motor vehicle sold in the state and intended primarily for use and operation on the highways, including a motorcycle and the self-propelled vehicle and chassis of a motor home sold in the state. Excludes those portions of a motor home designated, used, or maintained primarily as a mobile dwelling, office, or commercial space; farm tractors; motorcycles designed primarily for use on unimproved terrain; road tractors or truck tractors; mobile homes; or any motor vehicle with a gross laden weight of over 12,000 pounds.
<b>ELIGIBLE CONSUMER</b>	Individual who, within earlier of warranty term or one year following original delivery to a consumer, entered into agreement or contract for the transfer, <b>lease</b> , or <b>purchase</b> of a new motor vehicle for purposes other than resale or sublease.  Does not cover the purchaser, lessee, or transferee of a used motor vehicle.
<b>VEHICLE CONVERTER</b>	Covers a vehicle converter.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of express warranty term or one year following original delivery to a consumer.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Not specified.
<b>PRESUMPTION OR DEFINITION</b>	<b>Presumption:</b> during earlier of express warranty term or one year following original delivery to a consumer, either (1) four or more repair attempts or (2) out of service for 30 or more business days.
<b>NOTICE TO MANUFACTURER</b>	Not specified.
<b>FINAL OPPORTUNITY TO REPAIR</b>	Not specified.
<b>REASONABLE ALLOWANCE</b>	Refund and replacement: consumer's use prior to first report of nonconformity and any subsequent period when not out of service. May not be less than 10¢ per mile and may not exceed 21¢ per mile.
<b>DISPUTE RESOLUTION</b>	Before seeking refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	Yes.
<b>TITLE BRANDING</b>	Yes.

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1. <b>Citation</b>	Utah Code Ann. §§ 13-20-1 through 13-20-7, § 41-1a-522, and §§ 41-3-407 through 41-3-413; Utah Admin. Code §§ 152-20-1 through 152-20-3.
2. <b>Motor vehicle covered</b>	<p>Covers any motor vehicle sold in the state and intended primarily for use and operation on the highways, including a motorcycle and the self-propelled vehicle and chassis of a motor home sold in the state.</p> <p>Excludes those portions of a motor home designated, used, or maintained primarily as a mobile dwelling, office, or commercial space; farm tractors; motorcycles designed primarily for use on unimproved terrain; road tractors or truck tractors; mobile homes; or any motor vehicle with a gross laden weight of over 12,000 pounds.</p>
3. <b>Consumer covered</b>	<p>Covers an individual who, 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 is earlier, has entered into an agreement or contract for the transfer, lease, or purchase of a new motor vehicle for purposes other than resale or sublease.</p> <p>The lemon law does not cover the purchaser, lessee, or transferee of a used motor vehicle.</p>
4. <b>Vehicle converter</b>	Covers a vehicle converter.
5. <b>Nonconformity defined</b>	Not defined. Any defect or condition that substantially impairs the use, market value or safety of the motor vehicle is referred to as a <i>nonconformity</i> .
6. <b>Warranty defined</b>	Not defined.
7. <b>Lemon law rights period</b>	Not defined.
8. <b>Manufacturer's obligation to repair</b>	<p>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 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 is earlier, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the motor vehicle to the express warranties.</p> <p>The necessary repairs must be made even after the expiration of the express warranty term or the one year period.</p>
9. <b>Manufacturer's obligation to repurchase or replace</b>	<p>If the manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a <i>reasonable number of attempts</i>, the manufacturer must either replace or repurchase the motor vehicle.</p> <p>The Division of Consumer Protection has issued regulations defining "attempt" to repair to mean that the vehicle is or has been presented to the manufacturer or its agent for the same nonconformity.</p>
10. <b>Criteria for reasonable number of repair attempts</b>	<p>Presumed if, 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 is earlier, either of the following occurs:</p> <ol style="list-style-type: none"> <li>(1) The same nonconformity has been subject to repair four or more times by the manufacturer, its agent or authorized dealer, but the nonconformity continues to exist; or</li> <li>(2) The motor vehicle is out of service to the consumer because of repair for a cumulative total of 30 or more business days.</li> </ol>
11. <b>Notice of nonconformity and final opportunity to repair</b>	Not specified.

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<b>12. Affirmative defenses</b>	<p>It is an affirmative defense that:</p> <ol style="list-style-type: none"> <li>(1) The alleged nonconformity does not substantially impair the consumer's use of the motor vehicle and does not substantially impair the market value or safety of the motor vehicle; or</li> <li>(2) The nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle by a consumer.</li> </ol>
<b>13. Refund</b>	<p><b>Purchased vehicle</b></p> <p>Refund consists of:</p> <ol style="list-style-type: none"> <li>(1) The full purchase price, defined by the Division of Consumer Protection to mean the actual amount paid for the motor vehicle, including taxes, licensing fees, and additional warranty fees, but not including collateral charges; and</li> <li>(2) All collateral charges, defined by the Division of Consumer Protection as including but not limited to sales taxes, document preparation fees, and the cost of additional warranties or extended warranties if included in the purchase price;</li> <li>(3) Less a reasonable allowance for the consumer's use of the vehicle.</li> </ol> <p>Upon receipt of the refund, the consumer or lienholder must furnish to the manufacturer clear title to and possession of the motor vehicle.</p> <p><b>Leased vehicle</b></p> <p>Refund consists of:</p> <ol style="list-style-type: none"> <li>(1) All payments made under the lease;</li> <li>(2) Any trade-in value, inception payment, and security deposit; and</li> <li>(3) All payments on behalf of the lessee as necessary to obtain clear title to the motor vehicle;</li> <li>(4) Less a reasonable allowance for the consumer's use of the vehicle.</li> </ol> <p>The excess from the payments made to the lessor must be paid to the lessee. Upon the lessor's and/or lienholder's receipt of the refund, the consumer, lessor or lienholder must furnish to the manufacturer clear title to and possession of the motor vehicle, and the consumer is relieved of any further obligation to the lessor and/or lienholder.</p>
<b>14. Replacement</b>	<p>Replacement is a comparable new motor vehicle. The Division of Consumer Protection has defined "comparable new motor vehicle" to mean either of the following:</p> <ol style="list-style-type: none"> <li>(1) A motor vehicle that is determined by the Division to be identical to, or reasonably equivalent to, the nonconforming motor vehicle had it conformed to all applicable express warranties. A comparable new motor vehicle includes any service contracts, contract options, and factory or dealer installed options that were originally included in the sale of the nonconforming motor vehicle; or</li> <li>(2) A vehicle with an equivalent retail value including any service contracts, and factory or dealer installed options that were originally included with the nonconforming motor vehicle, if the consumer consents to a different make or model.</li> </ol> <p>The Division of Consumer Protection has further provided that, if a manufacturer is unable to provide a comparable new motor vehicle, it may provide, upon the consent of the consumer, a replacement vehicle of comparable quality. The consumer must not incur additional expense with respect to the replacement vehicle except as a reasonable allowance for the use of the nonconforming motor vehicle.</p> <p>Upon receipt of the replacement, the consumer, lienholder or lessor must furnish to the manufacturer clear title to and possession of the motor vehicle.</p>
<b>15. Reasonable allowance</b>	<p>Applies to both a refund and a replacement. A reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first report of the nonconformity to the manufacturer, its agent or authorized dealer, and any subsequent period when the vehicle is not out of service because of repair. The Division of Consumer Protection has defined "reasonable allowance" to mean the dollar value based on the prescribed deduction per mile. The reasonable allowance may not be less than 10¢ per mile and may not exceed 21¢ per mile. The consumer is not liable for mileage on the vehicle at the time of delivery or during the time the vehicle was being repaired.</p>

16. <b>Refund of sales tax</b>	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
17. <b>Enhanced damages</b>	Not specified.
18. <b>Attorney's fees</b>	In an action initiated under the lemon law by a consumer, the court may award reasonable attorneys' fees to the prevailing party.
19. <b>Statute of limitations</b>	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.
20. <b>Manufacturer-sponsored arbitration</b>	If the manufacturer has established or participates in 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.
21. <b>State-sponsored arbitration</b>	Not specified.
22. <b>Dealer liability</b>	The lemon law does not impose any liability on an authorized dealer or create any cause of action by a consumer against a dealer, except regarding any written express warranties made by the dealer apart from the manufacturer's own warranties.
23. <b>Restrictions on resale of returned vehicles</b>	<p>A manufacturer, its agent or dealer who accepts the return of a nonconforming vehicle must (1) cause the words "MANUFACTURER BUYBACK NONCONFORMING VEHICLE" to be clearly and conspicuously stamped on the face of the title, the Manufacturer's Statement of Origin, or other evidence of ownership; and (2) within 10 days of receipt of the title, Statement of Origin, or other evidence of ownership, submit a copy to the Motor Vehicle Division of the Tax Commission.</p> <p>The manufacturer may obtain an unbranded certificate of title for some vehicles by applying to the Motor Vehicle Enforcement Division, describing the repairs, and certifying that all nonconformities are cured; the manufacturer warrants such cure to all subsequent purchasers; the VIN has not be altered.</p> <p>A manufacturer or dealer may not offer, auction, sell, lease, transfer, or exchange in Utah a buyback or nonconforming vehicle without prior written disclosure in a clear and conspicuous manner.</p> <p>The following disclosure language must be contained in or affixed to each contract, lease, bill of sale, or any other document that transfers title of a buyback or nonconforming vehicle to a consumer. The title must be in 16-point extra boldface type, and the text must be in 12-point boldface type, and the entire notice must be boxed. Prior to completing a sale, lease or other transfer of title, the seller must obtain the consumer's acknowledgment as evidenced by the consumer's signature within the box containing the disclosure.</p> <p style="text-align: center;">DISCLOSURE STATEMENT</p> <p>Vehicle Identification Number (VIN): _____</p> <p>Year: _____ Make: _____ Model: _____</p> <p>Prior Title Number: _____ State of Title: _____</p> <p>Odometer Reading: _____</p> <p>This is a used motor vehicle. It was previously returned to the manufacturer or its agent in exchange for a replacement motor vehicle or a refund because it was alleged or found to have the following nonconformities:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol>

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