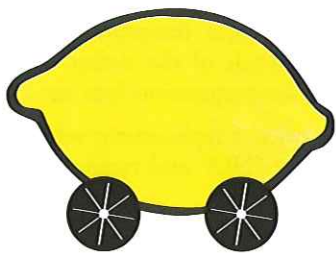


REFUND FOR LEASED VEHICLES

If your vehicle is leased, you can receive a full refund for any leasing fees paid less twenty cents per mile for usage of the vehicle. You cannot be charged any penalties for ending the lease early under the Lemon Law.



ENFORCING YOUR RIGHTS

If the manufacturer does not accept your Lemon Law claim and will not refund your money or replace your vehicle, you may file for a hearing through the manufacturer's informal dispute settlement program before using the Lemon Law in court.

You will not have to pay any fee to use the settlement program. Usually, you submit your complaint in writing to the program with copies of your records. Generally the case is decided within forty (40) days after the time your complaint is received. You may accept or reject the program's decision. The manufacturer then has thirty (30) days in which to comply. The decision of the program is binding on the manufacturer but not on you, the consumer.

If you do not agree with the arbitrator's decision, you can reject it and go to court to assert your claim for replacement, refund or other relief to which you may be entitled. If you choose to take it to court, you must file your complaint within ninety (90) days following the decision of the arbitrator. You may not file in court under the Lemon Law unless you have gone through the informal dispute settlement procedure (arbitration). You may have other causes of action or rights outside of the Lemon Law. It is a good idea to consult an attorney regarding these options.

THE LEMON LAW IN REVIEW

If your vehicle is less than 12 months old and still under manufacturer's warranty and is defective:

- Give the dealer an opportunity to repair the vehicle.
- Keep all repair records and a complete record of all contacts with the manufacturer or dealer.

If the defect which substantially impairs the safety, value or use of the vehicle continues after three (3) repair attempts or if the vehicle is out of service for a total of fifteen (15) days or more due to the defect:

- Give the manufacturer written notice of its last chance to repair the defect.

If the manufacturer fails to refer you to a repair facility within ten (10) days after receipt of the written notice, or if repairs are not complete within ten (10) days after delivery for the final repair attempt:

- Demand a refund or a new vehicle.

If the manufacturer does not agree that you are entitled to a refund under the Lemon Law:

- File for dispute resolution through the manufacturer's informal dispute resolution system.
- If you are still dissatisfied, contact an attorney regarding civil action in court.

If you have any further questions or concerns, or if you would like additional information, please contact the Mississippi Attorney General's office.



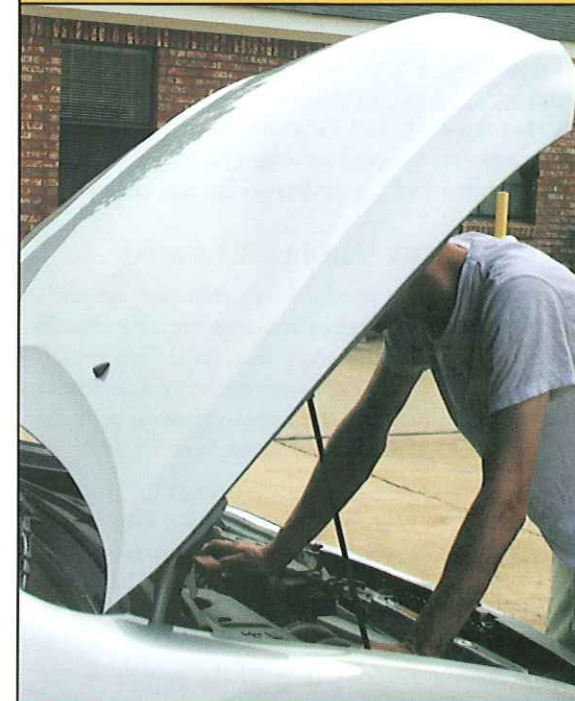
Mississippi Office of the Attorney General
Consumer Protection Division

Post Office Box 22947
Jackson, MS 39225-2947
Phone: 1-800-281-4418
Fax: 1-601-359-4231



PRINTING COURTESY OF THE
MISSISSIPPI AUTOMOBILE DEALERS ASSOCIATION

A CONSUMER GUIDE TO



MISSISSIPPI'S LEMON LAW

WHO IS COVERED UNDER THE LEMON LAW?

Any consumer who purchases a new motor vehicle in Mississippi is covered by the Lemon Law for a one year period from the date of purchase. If the vehicle is sold as a used vehicle, it may still be covered by the Lemon Law but for no longer than one year from the original date of purchase. Only vehicles purchased for personal, non-commercial usage are covered under this law.

The consumer is protected for the period of the original manufacturer's warranty or one year from original date of purchase, whichever comes first.

Motorcycles, mopeds, off-road vehicles and racing vehicles designed for track use are not covered by the Lemon Law, and only the motor, chassis and drive train are covered on motor homes. The living compartments of motor homes are not covered.

IS YOUR VEHICLE A LEMON?

The law creates a presumption that you are entitled to either a refund or replacement of a vehicle if the vehicle contains manufacturer defects which impair the value, use or safety of the vehicle after a reasonable number of attempts to repair it or if the vehicle is out of service for more than 15 days.

It is presumed that the vehicle cannot be properly repaired if the vehicle is out of service for 15 days or more or after three attempts at correcting the same defect. The manufacturer must be given written notice of the problem and has 10 days to inform the customer of a reasonably accessible repair facility. After delivery of the vehicle to the repair facility, which is usually a local dealership, the manufacturer has 10 days to make the appropriate repairs.

You may not be entitled to replacement or refund if the problems complained of are the result of an accident, abuse, neglect or failure to follow manufacturer's recommended maintenance procedures.

GETTING YOUR VEHICLE REPAIRED

It is very important that you report any defect or condition directly to the manufacturer or to the dealer immediately. Any problems developing

during the first year must be immediately reported to either the manufacturer or the dealership. It is also important that you keep all repair receipts and a complete record of all contacts with the manufacturer and dealer. You have a right to receive a detailed receipt or repair order for any work performed on the vehicle. This statement should include a list of any repairs made, including charges for parts and labor, a description of the problem and the odometer reading at the time the vehicle was brought in. Keep all repair receipts and a completed record of all contacts with the manufacturer or dealer.

WHO PAYS?

Most manufacturers provide a warranty on new vehicles covering the cost of repairs for at least the first year following original purchase. If repairs are needed after your warranty has ended, you must pay the cost of repairs. You should check your warranty booklet to find the details of your vehicle's particular warranty. If leasing a vehicle, check your lease contract to determine who is responsible for repairs.

Defects resulting from wrecks, unauthorized modifications of the vehicle or abuse or neglect of the vehicle are not covered. Any defects covered by the warranty during the original warranty period should be repaired free of charge to the customer. The warranty period may be extended for defects which are reported to the manufacturer or dealer during the warranty period, but which have not been repaired during that period.

HOW LONG SHOULD THE REPAIR TAKE?

The Lemon Law allows the manufacturer a reasonable amount of time and a reasonable number of attempts to repair your vehicle. The law also presumes the vehicle is a lemon if the vehicle has been inoperable for 15 days or three repair attempts for the problem during the first year of ownership. Keep in mind that the problem must effect the value, safety or use of the vehicle.

FINAL REPAIR ATTEMPT

Before filing a claim under the Lemon Law, you must give the manufacturer one last chance to repair the vehicle. You must send a letter to the manufacturer (NOT THE DEALER) informing them of the problem you have with the vehicle and that you are giving the manufacturer one last chance to repair the defect.

Once the manufacturer has been given written notification of the problem, within 10 days it must inform the customer of the location and name of a dealership which the manufacturer recommends to repair the vehicle. Once the vehicle is delivered for repairs, the repairs must be completed within 10 days.

Although the law does not require it, the use of Certified Mail, Return Receipt Requested, will prove the date of delivery of your notice to the manufacturer. Keep a copy of the letter for your records. If the vehicle is still not repaired following this final repair attempt, you have the right to demand either replacement of the vehicle or a refund of the purchase price. You may make this demand directly to the manufacturer or by filing a claim with the manufacturer's informal dispute settlement procedure. Most provide for arbitration whereby an outside party will listen to both sides and make a decision on whether or not the vehicle is a lemon. The decision is binding on the manufacturer but not on the consumer. If you do not agree with the decision, you may proceed to file a private law suit to enforce the warranty and the Lemon Law. The address should be found in the owner's manual or warranty papers which came with your vehicle. If not found in the information, please contact the:

Consumer Protection Division
of the Mississippi
Attorney General's Office for assistance
at 1-800-281-4418 or 601-359-4230.

You must go through the informal dispute resolution procedure before you can file a lawsuit to enforce your claim.

GETTING YOUR REFUND OR REPLACEMENT

Once it is determined that your vehicle is a lemon, you are entitled to either an equivalent replacement vehicle or a refund of the purchase price minus twenty cents (\$.20) per mile for usage. The amount of the refund will include the actual purchase price, the value of any trade-in, towing charges incurred and reasonable rental car fees incurred as a result of the defect, vehicle transportation, dealer preparation fees, etc.

If the dealer offers a replacement vehicle, you have the right to say "NO" and require a refund. The decision is yours.

If you choose to receive a refund, you will receive the full purchase price minus twenty cents a mile for vehicle use. The full refund includes, but is not limited to:

- costs of any options and other modifications added by the manufacturer or its authorized dealer
- trade-in allowances
- charges for renting a similar vehicle while the original vehicle was out of service due to the defect
- expert fees
- tax and title fees
- destination charges
- towing fees

Suppose you purchased a new car for \$20,000 subject to 7% sales tax and \$10.00 title fee. Then after driving it 5,000 miles the car broke down requiring you to have it towed, and you had to rent a car while it was out of commission. It is determined that you qualify for relief under the Lemon Law. You would calculate your refund amount as follows:

Purchase price	\$20,000
Sales tax 7%	\$1,400
Title fees	\$10
Towing expenses	\$100
Vehicle rental	\$250
Total Costs	\$21,760
Less vehicle usage:	
5,000 miles x .20	-\$1,000
Total Refund	\$20,760