

This is a brochure of the Worcester Consumer Rights Program. We wish to keep you updated on common topics in consumer issues. We hope that this brochure provides a general overview on Lemon Aid Law.



### **Worcester Consumer Rights Program**

*Proudly serving the residents of Worcester and neighboring towns of:*

*Auburn, Berlin, Boylston, Clinton, Grafton, Holden, Leicester, Millbury, Northborough, Paxton, Shrewsbury, Southborough, West Boylston, and Westborough.*

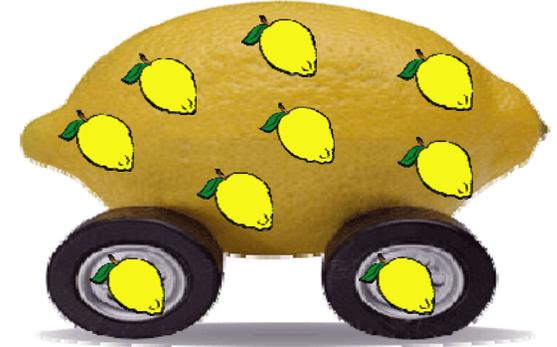
**This information is provided to you by:**  
**City of Worcester**  
**Consumer Rights Program**  
Working in cooperation with Massachusetts  
Attorney General's Office.



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## **Massachusetts Lemon Aid and Used Vehicle Warranty Law**



**7 days initially**

**\$700 or more**

**125,000 miles or less**

**14 days altogether  
for Lemon Aid**

**30, 60 or 90 days for  
Warranty Law**

.....Let's do the **Math**  
+ - x =

## Lemon Law, Lemon Aid and the Used Vehicle Warranty Law

Some consumers confuse Lemon Law with Lemon Aid Law.....and here is the simple difference - one relates to a new and leased car (Lemon Law), while the other relates to used vehicle (Lemon Aid Law). The majority of consumer auto complaint relate to Lemon Aid and Used Vehicle Warranty Law.

Now let's go over a few details and find out whether you're eligible under the Lemon Aid or Used Vehicle Warranty law.....here is the MATH:

 Did you purchase a used vehicle in Massachusetts and then have it inspected within **7 DAYS** from date of purchase and the vehicle had failed inspection due to safety or combined safety and emissions test?

 Did you pay at least  \$700 or more for the purchase and evidence (such as a receipt, note or bill of sale) to support the transaction (dealer sales only)?



Was the vehicle's odometer reading (or mileage) below **125,000** at the time you purchase or took delivery from the dealership or used auto lot?

If you met the first  condition described above, then the transaction qualifies under Lemon Aid Law and you have to immediately do the following within **14** days from the date of sale:

-  Get a written statement from authorized agent of inspection station on why vehicle failed.
-  Obtain written estimate of cost to repair. The estimated cost to repair must exceed 10% of the purchase price.
-  Notify seller of your intention to void sales contract under the statute (M.H.L. c. 90, s7N). Send by certified mail and request a return receipt. Enclose a copy of the documents listed above in the first two  (steps 1 & 2).



Finally, deliver the car to the seller even if delivery requires a towing service. Take a witness with you and copies of documents listed in steps 1, 2, & 3. If the seller refuses the car, prepare a statement indicating that you and a witness delivered the car to the seller on that day. Be sure the statement is signed by both you and your witness in the presence of a notary public.

If you met both conditions in  and  above (even after vehicle passed emission inspection but brought back at least 3 times due to same mechanical defect), then transaction qualifies under the Used Vehicle Warranty Law and you are entitled to a **REFUND.**

Under either Lemon Aid or Used Vehicle Warranty Law, seller is obligated to issue a full refund or fix emission and/ or safety-related issues at seller's expense (if you so agree to that option). If the seller refuses to comply, you may seek legal counsel.