

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 the Lemon Aid Law.



Worcester Consumer Rights Program

*Proudly serving the residents of Worcester and neighboring towns of:
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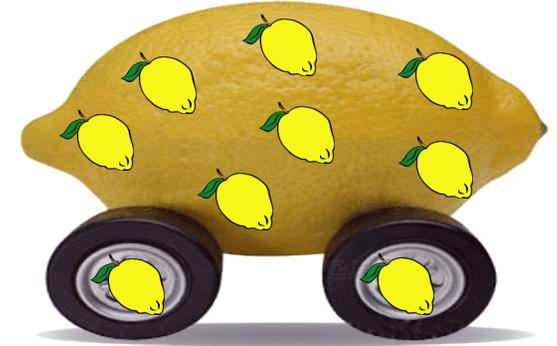
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City of Worcester
Consumer Rights Program**
*Working in cooperation with Massachusetts
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Disabilities (HR&D)**
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Massachusetts Lemon Aid and Used 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**

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 complaints 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:

- 1.** Did you purchase a used vehicle in Massachusetts and then have it inspected within seven days from the date of purchase? Did the vehicle fail inspection due to a safety or combined safety and emissions test?
- 2.** Did you pay at least \$700 or more for the purchase of the vehicle and have evidence (such as a receipt, signed note or bill of sale) to support the transaction (dealer sales only)?

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

If you met the conditions in item **1.** then the transaction qualifies under the Lemon Aid Law and you have to immediately do the following within 14 days from the date of sale:

- A.** Get a written statement from an authorized agent at an inspection station on why the vehicle failed.
- B.** Obtain written estimate of cost to repair. The estimated cost to repair must exceed 10% of the purchase price.
- C.** Notify the 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 in items **A** and **B**.

- D.** 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 items **A**, **B**, & **C**. 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 the conditions in items **2** and **3** then the transaction qualifies under the Used Vehicle Warranty Law and you are entitled to a **REFUND!** (even if vehicle passed emission inspection but was brought back at least three times due to same mechanical defect).

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