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LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS  
OFFICE OF THE DIRECTOR

**Adopted Amendments: N.J.A.C. 13:45A-26.1, 26.2, 26.3 and 26.5**

**Purpose and Scope; Definitions; Statements to Consumer; Other Notices; Preliminary Steps to Initiate a Lemon Law Action within the Division of Consumer Affairs Lemon Law Unit**

Proposed: November 16, 2009 at 41 N.J.R. 4187(a).

Adopted: July 1, 2010 by Thomas Calcagni, Acting Director, Division of Consumer Affairs.

Filed: July 6, 2010 as R.2010 d.166, **without change** .

Authority: N.J.S.A. 56:12-49.

Effective Date: August 2, 2010.

Expiration Date: March 21, 2011.

**Federal Standards Statement**

A Federal standards analysis is not required because there are no Federal laws or standards applicable to the adopted amendments.

**Full text** of the adoption follows:

**SUBCHAPTER 26. AUTOMOTIVE DISPUTE RESOLUTION**

13:45A-26.1 Purpose and scope

(a) (No change.)

(b) This subchapter is applicable to:

1. All manufacturers of passenger automobiles and motorcycles registered, sold or leased in the State of New Jersey ;

2.-3. (No change.)

13:45A-26.2 Definitions

As used in this subchapter, the following words shall have the following meanings:

...

"Examination" means an examination of the motor vehicle by a service technician performed by or on the behalf of a manufacturer or its dealer.

...

"Motor vehicle" means a passenger automobile or motorcycle as defined in N.J.S.A. 39:1-1, that is registered, sold or leased in the State of New Jersey , whether purchased, leased or repaired in the State or outside the State, except the living facilities of motor homes.

...

"Term of protection" means within the first 24,000 miles of operation or the two years following the original date of delivery of the motor vehicle to the consumer, whichever is the earlier date.

...

13:45A-26.3 Statements to consumer; other notices

(a) At the time of purchase or lease of a motor vehicle in the State of New Jersey, the manufacturer, through its dealer or lessor, shall provide the following written statement in English and Spanish directly to the consumer on a separate piece of paper, in at least 10-point bold-face type:

**IMPORTANT: IF THIS VEHICLE HAS A DEFECT THAT SUBSTANTIALLY IMPAIRS ITS USE, VALUE OR SAFETY OR THAT IS LIKELY TO CAUSE DEATH OR SERIOUS BODILY INJURY IF DRIVEN, AND WAS PURCHASED, LEASED OR REGISTERED IN NEW JERSEY, YOU MAY BE ENTITLED UNDER NEW JERSEY'S LEMON LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS.**

Here is a summary of your rights:

1. To qualify for relief under the New Jersey Lemon Law, you must give the manufacturer or its dealer the opportunity to repair or correct the defect in the vehicle within the Lemon Law's term of protection, which is the first 24,000 miles of operation or two years after the vehicle's original date of delivery, whichever is earlier.
2. If the manufacturer or its dealer is unable to repair or correct a defect within a reasonable time, you may be entitled to return the vehicle and receive a full refund, minus a reasonable allowance for vehicle use.
3. It is presumed that the manufacturer or its dealer is unable to repair or correct the defect if substantially the same defect continues to exist after the manufacturer has received written notice of the defect by certified mail, return receipt requested, and has had a final opportunity to correct the defect or condition within 10 calendar days after receipt of the notice. This notice must be received by the manufacturer within the term of protection and may be given only after (i) the manufacturer or its dealer has had two or more attempts to correct the defect; (ii) the manufacturer or its dealer has had at least one attempt to correct the defect if the defect is one that is likely to cause death or serious bodily injury if the vehicle is driven; or (iii) the vehicle has been out of service for repair for a cumulative total of 20 or more calendar days, or in the case of a motor home, 45 or more days.
4. If substantially the same defect continues to exist after the manufacturer has had the final opportunity to repair or correct the defect, you may file an application for relief under New Jersey's Lemon Law.

**FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, INCLUDING THE MANUFACTURER'S ADDRESS TO GIVE NOTICE OF THE DEFECT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, AT POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, TEL. NO. (973) 504-6226.**

**IMPORTANTE: SI ESTE VEHICULO TIENE UN DEFECTO QUE SUBSTANCIALMENTE AFECTA SU USO, VALOR O SEGURIDAD, O QUE PUEDE CAUSAR MUERTE O SERIO DANO CORPORAL SI SE MANEJA, Y FUE COMPRADO, ARRENDADO O REGISTRADO EN NUEVA JERSEY, USTED PUEDE TENER EL DERECHO BAJO LA LEY DE LIMON DEL ESTADO DE NUEVA JERSEY A UN REEMBOLSO DEL PRECIO DE COMPRA O A LOS PAGOS DE SU ARRENDAMIENTO.**

Aqui le damos un sumario de sus derechos:

1. Para calificar por compensacion bajo la Ley de Limon de Nueva Jersey, usted debe darle al fabricante o a su concesionario la oportunidad de reparar o corregir el defecto del vehiculo dentro del termino de proteccion bajo la Ley de Limon, que son las 24,000 millas primeras de operacion o dos anos despues de la fecha original de la entrega del vehiculo o lo que suceda primero.

2. Si el fabricante o su concesionario no puede arreglar o corregir el defecto dentro de un tiempo razonable, usted puede tener el derecho de [page=1741] devolver el vehiculo y recibir un reembolso completo, menos un descuento por el uso del vehiculo.

3. Si se supone que el fabricante o su concesionario no puede reparar o corregir el defecto y si substancialmente el mismo defecto continua existiendo despues que el fabricante ha recibido un aviso del defecto, mandado por correo certificado con recibo de retorno, y ha tenido una oportunidad final para corregir el defecto o condicion dentro de los 10 dias naturales despues de recibir el aviso. Este aviso tiene que ser recibido por el fabricante dentro del termino de proteccion y solo se puede dar despues que (i) el fabricante o su concesionario ha intentado dos o mas veces de corregir el defecto; (ii) el fabricante o su concesionario ha intentado por lo menos una vez de corregir el defecto si el defecto es uno que puede causar la muerte o serio dano corporal si el vehiculo se maneja; o (iii) el vehiculo ha estado fuera de servicio por reparos por una acumulacion total de 20 dias naturales o mas, o en el caso de una casa rodante motorizada ( *motorhome* ) de 45 dias o mas.

4. Si substancialmente el mismo defecto continua existiendo despues que el fabricante ha tenido la ultima oportunidad de reparar o corregir el defecto, usted puede presentar una solicitud para compensacion bajo la Ley de Limon de Nueva Jersey .

PARA INFORMACION COMPLETA ACERCA DE SUS DERECHOS Y RECURSOS BAJO ESTA LEY, INCLUYENDO LA DIRECCION DEL FABRICANTE PARA NOTIFICARLE EL DEFECTO, PONGASE EN CONTACTO CON: NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, NUMERO DE TELEFONO: 973-504-6226

(b) The manufacturer, through its dealer or lessor, shall maintain a record substantiating compliance with (a) above and shall make the record available to the Division upon request.

Recodify existing (b)-(d) as (c)-(e) (No change in text.)

13:45A-26.5 Preliminary steps to initiate a Lemon Law action within the Division of Consumer Affairs Lemon Law Unit

(a) To initiate a claim within the Division of Consumer Affairs Lemon Law Unit under the Lemon Law:

1. Written notification of the potential claim shall be sent certified mail, return receipt requested, by or on behalf of a consumer, to the manufacturer of a nonconforming motor vehicle if and only after one of the following occurs during the first 24,000 miles of operation or within 24 months after the date of original delivery, whichever is earlier:

i. Except as set forth in (a)liii below, substantially the same nonconformity has been subject to examination or repair two or more times by the manufacturer or its dealer and the nonconformity continues to exist;

ii. The motor vehicle has been out of service by reason of repair for one or more nonconformities for a minimum of 20 days, or in the case of a motor home, for a minimum of 45 days, since the original delivery of the motor vehicle, and a nonconformity continues to exist; or

iii. In the case of nonconformity that is likely to cause death or serious bodily injury if the vehicle is driven, the nonconformity has been subject to examination or repair at least once by the manufacturer or its dealer and the nonconformity continues to exist; and

2. The manufacturer has one more opportunity to examine, repair or correct the nonconformity within 10 days following receipt of the written notification from the consumer of a potential claim provided for in (a)1 above. If the nonconformity continues to exist after expiration of the 10-day time period and the manufacturer refuses to replace or refund the price of the vehicle, the consumer may pursue a Lemon Law claim with the Lemon Law Unit.

(b) (No change in text.)

(c) When a motor home has been constructed by more than one manufacturer, an examination or repair attempt will not count towards the examination or repair attempts referred to in (a)1 above, if the repair facility is not authorized to provide services by the manufacturer who constructed the nonconforming portion of the motor home.

(d) If a nonconformity in a motor home is addressed more than once due to a consumer's decision to continue travelling and to seek examination or repair of the same nonconformity at another authorized repair facility rather than waiting for the examination or repair to be completed at the initial repair facility, it shall constitute one examination or repair for the purpose of the examination or repair attempts referred to in (a)1 above.

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