

The Illinois Lemon Law – A Summary

Citation 815 Ill. Comp. Stat. §§ 380/1 through 380/8.

The Illinois lemon law and the motor vehicles covered

The Illinois lemon law covers the following new motor vehicles:

- A passenger car, including a multipurpose passenger vehicle, that is designed for carrying not more than 10 persons
- A motor vehicle weighing under 8,000 pounds that is designed for carrying more than 10 persons or used for living quarters, for pulling or carrying freight, cargo or implements of husbandry
- A vehicle purchased or leased by a fire department
- A recreational vehicle other than a camping trailer or travel trailer

A 'new motor vehicle' as defined by the Illinois lemon law

According to the [Illinois Lemon Law](#), a motor vehicle is new if it has not been previously sold, bargained, exchanged, given away, or transferred from the person who first acquired it from the manufacturer, importer, dealer, or agent of the manufacturer or importer.

A 'used motor vehicle' as defined by the Illinois lemon law

According to the Illinois lemon law, a motor vehicle is not considered used until it has been placed in a bona-fide consumer use, regardless of the number of transfers.

'Bona-fide consumer use' as defined by the Illinois lemon law

According to the Illinois lemon law, 'bona-fide consumer use' is the actual operation by an owner who acquired the vehicle for use in business or for pleasure purposes and who has been granted a certificate of title on the motor vehicle and has registered the motor vehicle.

The Illinois lemon law and consumer covered

The Illinois lemon law covers:

- Any individual who purchases or leases for at least one year a new motor vehicle for the purposes of transporting himself and others, as well as their personal property, for primarily personal, household or family purposes
- A fire department or fire protection district that purchases or leases for at least one year a new motor vehicle

Nonconformity defined

A nonconformity is defined as a new motor vehicle's failure to conform to all applicable express warranties which substantially impairs the use, market value or safety of the vehicle.

'Warranty' defined

An 'express warranty' has the same meaning as provided in the Uniform Commercial Code.

Express warranties by the seller are created as mentioned below:

- Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise

- Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description
- Any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model

The Illinois lemon law rights period

According to the Illinois lemon law, the 'Statutory Warranty Period' means one year or 12,000 miles, whichever occurs first, after the date of the new motor vehicle's original delivery to the consumer who purchased or leased it.

The Illinois lemon law and manufacturer's obligation to repurchase or replace

According to the Illinois lemon law, if the manufacturer, agent, distributor or dealer is unable to conform the new motor vehicle to any applicable express warranty after a reasonable number of attempts, the manufacturer must replace or repurchase the vehicle.

The Illinois lemon law and criteria for reasonable number of repair attempts

Presumed if, during the statutory warranty period, either of the following occurs:

- The same nonconformity has been subject to repair 4 or more times by the manufacturer, its agents or authorized dealers, and the nonconformity continues to exist
- The new motor vehicle has been out of service by reason of repair of nonconformity for a total of 30 or more business days

The Illinois lemon law and notice of nonconformity and final opportunity to repair

According to the Illinois lemon law, the presumption that a reasonable number of repair attempts has occurred does not apply against a manufacturer unless the manufacturer has received a prior direct written notification from or on behalf of the consumer, and has had an opportunity to correct the alleged defect.

The Illinois lemon law and refund purchased vehicle

According to the Illinois lemon law, refund consists of:

- Full purchase price of the new motor vehicle
- All collateral charges, not including taxes paid by the purchaser on the initial purchase of the new motor vehicle
- Less a reasonable allowance for consumer use of the vehicle.

According to the Illinois lemon law, leased vehicle Refund consists of:

- Deposits, fees, taxes, down payments, periodic payments, and any other amount paid to the manufacturer, agent, distributor, or dealer by a consumer in connection with the lease of a new motor vehicle
- Less a reasonable allowance for consumer use of the vehicle

The Illinois lemon law and replacement

According to the Illinois lemon law, replacement is a new vehicle of like model line, if available, or otherwise a comparable motor vehicle.



The Illinois lemon law and reasonable allowance

According to the Illinois lemon law, the reasonable allowance for consumer use of the new motor vehicle is that amount directly attributable to the wear and tear incurred by the new vehicle as a result of its having been used prior to the first report of a nonconformity to the manufacturer, agent, distributor or dealer, and any subsequent period in which the vehicle is not out of service by reason of repair.

The Illinois lemon law and refund of sales tax

According to the Illinois lemon law, the manufacturer does not refund sales tax for an owned vehicle. The lemon law might be read to require the manufacturer to refund taxes paid by a lessee. The retailer who initially sold the vehicle may file a claim for credit for taxes paid pursuant to the Retailers' Occupation Tax Act.

The Illinois lemon law and Statute of limitations

According to the Illinois lemon law, an action must be commenced within 18 months after the new motor vehicle's original delivery to the consumer.

According to the Illinois lemon law, a consumer who elects to proceed or settle under the lemon law is barred from a separate cause of action under the Uniform Commercial Code.

The Illinois lemon law and restrictions on resale of returned vehicles

According to the Illinois lemon law, no manufacturer may resell any motor vehicle that has been finally ordered, determined, or adjudicated as having a nonconformity under Illinois or any other state lemon law, and that was repurchased or replaced because of the nonconformity, unless:

- The manufacturer has corrected the nonconformity
- The manufacturer issues a disclosure statement prior to resale stating that the vehicle was repurchased or replaced under a lemon law

According to the Illinois lemon law, the disclosure statement must:

- Accompany the vehicle through the first retail purchase
- Identify the nonconformity
- Warrant that the nonconformity has been corrected
- Be signed by the customer

The Illinois lemon law and notice of lemon law rights

According to the Illinois lemon law, the seller must provide to the consumer upon delivery a written statement clearly and conspicuously setting forth in full detail the consumer's lemon law rights and the lemon law's presumption.

This information is not intended as legal advice. Please direct your specific questions to [Krohn & Moss](#) for protection involving defective vehicles (lemon law), Products (Warranty law), Consumer Fraud, Violations of Renters Rights, Credit Report discrepancies and lenders and creditors discrepancies.

If you think your consumer rights have been violated and you need legal help, call **Krohn & Moss attorneys**, toll free, at 1-800 US LEMON[®] (800-875-3666) for a [FREE CASE REVIEW](#), or complete one of our online submission forms.



About Krohn & Moss

The law firm of **Krohn & Moss, Consumer Law Center®**, was founded in 1995 by attorneys [Adam Krohn](#) and [Greg Moss](#), to provide legal representation to consumers with defective vehicles and products. Krohn & Moss attorneys represented 40,000+ consumers in California(CA) and other states with 98% success rate. Krohn & Moss Consumer Law Center® has arbitrated, settled and litigated cases which have had a profound impact on consumer protection law.

The law firm of Krohn & Moss, Consumer Law Center® offices has conveniently located in major states; **Arizona, California, Florida, Texas & Illinois, Indiana, Kansas & Missouri, Nevada, Ohio.**

Further Help and Information

If you have any questions or want more information on your rights under the Illinois (The Lemon Law), call or write:

**Krohn & Moss, Ltd.
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120 West Madison
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Chicago, IL 60602
<http://www.illinoislemonlaw.com/>**