

## ON THE ROAD

### *License*

The minimum age, to obtain a driver's license in New Hampshire, is 18 years old. Individuals between the ages of 16 and 18 may obtain a drivers license, with permission from their parent or guardian, if they present proof of liability insurance and a certificate documenting that they have successfully completed an approved driver training course.

### *Automobile Insurance*

New Hampshire law generally does not require drivers to have or maintain automobile liability insurance. If, however, you do not have insurance and are in an accident, you may lose your drivers' license and registration on any vehicle that you own. You also may be required to post a security bond or prove that you have liability insurance in order to have your license and/or registration reinstated.

In addition to the inconvenience of losing your driving privileges and having to surrender your license plates to the State, if the accident was your fault it is likely that you will be required to pay for all medical treatment required for the injuries sustained in the accident, as well as all property damage. If you do not pay, you may be sued and it is likely that the court will order you to pay. If this happens, you could lose whatever assets you own and may be required to pay a portion of your income on a continuing basis to satisfy the debt.

It is strongly recommended that you get automobile insurance before you start driving. This can be quite expensive for young adults, but it will be cheaper in the end if you have an accident. The cost of insurance should be addressed when purchasing a vehicle, as the cost will vary with the age and type of vehicle you buy. The cost of insurance will vary also based on your driving record and age. Adding to the complexity of buying liability insurance, prices vary significantly from one insurance company to another, so it pays to shop around.

### *Buying A Car*

Under New Hampshire law, there is no general right of cancellation (commonly known as a "cooling off period") associated with the purchase of a car. In addition, there is no general right to a refund of a deposit paid for the purchase of a new or used car.

You should review the purchase agreement carefully to determine if the deposit is refundable. If you think that you may want your deposit refunded, and the agreement does not expressly state that the deposit is refundable, you should ask the seller to add a written provision to the agreement giving you a refund if you decide not to purchase the car. Remember that it is far easier to enforce a written provision of an agreement than to enforce a verbal promise made by a salesperson. As a general rule, you should not sign any agreement or other pre-printed form, which has any spaces left blank. Most car dealers are reputable, but blank spaces can be filled in after you have signed the form or agreement, and in many cases, there will be no way to tell that the spaces were blank when you signed the document.

## *Repair Work*

A new car has certain warranties that come with the car. A warranty is a promise that the car will meet certain standards, and, if it does not, the dealer, manufacturer or distributor will fix it at their expense. For further information on warranties, see the section “As A Consumer”.

If you need to have repairs done to your car that are not covered by a warranty, be sure to tell the repair shop exactly what you want done, and get a written estimate. If an estimate cannot be made in writing, the estimate and authorization for the work may be oral. A repair shop may not charge you for any service or repair work that exceeds the written estimate by more than 10%. This means that the repair shop may require you to pay the estimated cost, plus 10%, but no more, unless you authorized the additional cost.

When the repair work is completed, all charges must be set out in a written invoice that: (a) describes the work done by the shop; (b) identifies all work done by subcontractors; (c) itemizes all parts and the cost of each; and (d) states the number of hours charged for labor and the retail cost of labor. The invoice must also state the terms and conditions of any guarantee that applies to the work, and whether any used, rebuilt or reconditioned parts were used. Itemize all parts and the cost of each over 50 cents.

IV. A motor vehicle repair facility shall be responsible for any service or repair work performed by a subcontractor in the same manner as if the work had been performed by the facility.

V. The motor vehicle repair facility shall give the customer a copy of the invoice and shall retain a copy as a business record for one year.

If you think that the repair shop has violated the law, contact an attorney, or the Attorney General of the New Hampshire Department of Justice, Consumer Protection and Antitrust Bureau.

## *Mechanic’s Liens (or “When can the mechanic keep my car?”)*

Until you pay the bill for the work done on your car, the repair shop has a lien on your vehicle. This means that the repair shop is legally entitled to keep your vehicle until the bill is paid, or a court orders the shop to return your car. If you pay the bill to get your car back, you do not waive your right to challenge the bill. You still may bring a private lawsuit or file a complaint with the Attorney General’s office. If you do pay the bill to get your car back, do so by check and note on the check, “Paid Under Protest.” You should be aware that if the bill remains outstanding for more than 60 days, the repair facility could sell your vehicle to satisfy the lien. If your vehicle is sold to satisfy the lien, the debtor receives any balance of funds after the bill has been paid.

The Consumer Protection and Antitrust Bureau of the New Hampshire Department of Justice will mediate individual complaints regarding ineffective automobile repairs, but the Bureau cannot represent you. If you think that the repair shop has violated the law, contact an

attorney, or the Attorney General of the New Hampshire Department of Justice, Consumer Protection and Antitrust Bureau.

### *Automobile Registration and Titles*

All motor vehicles operated on public roads must be registered and inspected on a yearly basis. To register a newly acquired vehicle, you must pay a fee to your city or town, and to the New Hampshire Division of Motor Vehicles. You must renew your registration and have your vehicle inspected each year in the month of your birthday. The fee paid to the town or city is based on the price and age of the vehicle, whereas the fee paid to the State is based on the weight of the vehicle.

Registration of a vehicle is a privilege that can be lost if the driver applying for registration is: an habitual offender; convicted of manslaughter or negligent homicide by use of a motor vehicle; or convicted of a second or subsequent offense of driving while under the influence of intoxicating liquor; or under the influence of any controlled drug.

Most motor vehicles are required to have a Certificate of Title in New Hampshire, and cannot be registered without one. Some vehicles are exempt, such as vehicles registered in other states. As of Jan. 1, 2002, exemption includes: Any motor vehicle whose manufacturer's model year is older than 14 years, except heavy trucks and truck-tractors whose gross vehicle weight exceeds 18,000 pounds. 2. As of Jan. 1, 2003, exemptions include any motor vehicle whose manufacturer's model year is older than 15 years, except heavy trucks and truck-tractors whose gross vehicle weight exceeds 18,000 pounds. Every time a vehicle is sold for value, the purchaser must apply for a new Certificate of Title at the Division of Motor Vehicles. If you have any questions about certificates of Title, contact the Division of Motor Vehicles.

### *Lemon Laws*

So called "lemon laws" apply to new cars with defects that cannot be fixed, or have not been fixed, despite reasonable attempts by the manufacturer. A defective motorcycle or a vehicle leased for at least two years is covered under the Lemon Law, as long as you are the first owner.

Under New Hampshire law, a manufacturer or distributor is responsible for replacing a car or refunding the full purchase price to the car owner (minus a reasonable allowance for use prior to the first repair attempt) if **all** of the following are true:

- you find and report a defect within the warranty period;
- the defect substantially impairs the use, value or safety of the car;
- the defect is caused by the manufacturer or its authorized service agent;
- the manufacturer or dealer made a reasonable number of attempts to fix the defect; and
- you have not stopped making payments on the vehicle.

An example of a defect that impairs the use, value or safety of the car is inoperative safety belt or a leaking roof. A chip in the paint or a small tear in the upholstery is not defects covered by this statute.

You may bring a claim either through the manufacturer's internal dispute settlement procedure or New Hampshire's New Motor Vehicle Arbitration Board, within one year from the expiration of the warranty or the final repair attempt. Once you chose either the internal settlement process or the New Hampshire Arbitration Board, you cannot later chose to bring claims by way of the other option if you are not happy with the results.

If a dealer sells an unsafe used vehicle, or conceals a defect discovered during inspection, the dealer is guilty of an unfair or deceptive trade practice. See the section on "As A Consumer."

*For more information, see "Consumer Protection in NH" and "Motor Vehicles – What Are Your Rights" by the New Hampshire Bar Association, and "Your Rights As A Consumer" by New Hampshire Legal Assistance.*

### **Accidents**

Even the best drivers can have automobile accidents. If you are involved in an accident, you must stop your car, then you should get aid for people who have been injured, and call the police.

You should obtain the following information from all drivers involved in the accident and you must provide the same information to the other drivers: name, address, driver's license number, motor vehicle registration number, name and address of each person involved, and the insurance companies of the other drivers. If you leave the scene of an accident without providing this information, and there has been property damage or personal injuries, you will be subject to criminal prosecution.

If you have automobile insurance, you should notify your insurance company as soon as possible after the accident.

*For more information, see "I've Been in an Auto Accident – What Do I Do Now?" by the New Hampshire Bar Association.*

### **Driving While Intoxicated**

It is unlawful to drive or attempt to drive or operate any type of a motor vehicle while under the influence of intoxicating liquor (DWI) or a controlled drug, or both. If you are over 21 and your blood alcohol level is .08 or higher, you are considered legally intoxicated. DWI laws are an exception to treating you as an adult at 18. Since the sale of alcohol is prohibited to those under age 21, the legal blood alcohol for those less than 21 is 0.02. This is a very low level. It is likely that one beer would raise your blood alcohol to 0.02.

An aggravated DWI offense is defined as operating a motor vehicle to include operating a motor vehicle while having an alcohol concentration of 0.08 or more, **or** while under the influence of intoxicating liquor or any controlled drug, or any combination of the two, **and** driving at a speed more than 30 miles per hour above the speed limit; or causing a motor vehicle

accident where someone is seriously injured; or attempting to evade a police officer; *or* just having an alcohol level of 0.16 or more. If you are convicted for DWI or aggravated DWI, you will lose your license.

The act of driving on public ways in New Hampshire gives the State your implied consent to perform examinations and physical tests to determine your level of intoxication. If you have been arrested for DWI, you cannot refuse to undergo these tests. If you have not been arrested for DWI in the past and refuse to submit to any of these tests, (urine, blood or breath) your driving privileges will be suspended for a minimum of 180 days for the first offense, and 2 years for a subsequent refusal.

### ***Point System***

New Hampshire uses a “Uniform Point System” for suspending driving privileges after conviction of various motor vehicle offenses. In case of the conviction of a licensee of 2 or more traffic violations, committed on a single occasion, such licensee shall be assessed points for one offense only and if the offenses involved have different point values, such licensee shall be assessed for the offense having the greater point value. Each motor vehicle offense conviction is graded by severity from one point to six points.

#### ***If you are under age 18, and you receive:***

- 6 points in 1 year, your license is suspended for up to 3 months;
- 12 points in 2 years, your license is suspended for up to 6 months;
- 18 points in 3 years, your license is suspended for up to 1 year.

#### ***If you are between 18 and 21, and you receive:***

- 9 points in one year, your license is suspended for up to 3 months;
- 15 points in 2 years, your license is suspended for up to 6 months;
- 21 points in 3 years, your license is suspended for up to 1 year.

#### ***If you are 21 or over, and receive:***

- 12 points in one year, your license is suspended for up to 3 months;
- 18 points in 2 years, your license is suspended for up to 6 months;
- 24 points in 3 years, your license is suspended for up to 1 year.

The date of the offense determines the time when the point(s) goes into effect. You also receive points for convictions in other states.

If the Department of Safety considers suspending your license, you will be given a hearing before the determination is made. In many cases, if you get points on your license, your automobile insurance rates may go up, which will make driving more expensive for you.

If you are between the ages of 16 and 18, you will receive a special youth operator’s license. This type of license restricts the hours you can drive and the age of passengers who must be in the vehicle. If you violate these restrictions, you could be subject to a fine or suspension of your license.

The holder of a youth operator's license shall not operate a motor vehicle between the hours of 1:00 a.m. and 5:00 a.m. The number of occupants may not exceed the number of safety

restraints in the vehicle. During the first 6 months after issuance of the license, the holder of a youth operator's license shall not operate a motor vehicle unless accompanied by a licensed responsible adult who is at least 25 years of age. The first violation of these requirements will subject the youth operator to a fine not to exceed \$100 and a license suspension not to exceed 30 days. Subsequent violations shall subject the violator to a fine of not more than \$200 and a license suspension of up to 90 days.