

1                   **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2                               STATE OF OKLAHOMA

3                               2nd Session of the 58th Legislature (2022)

4   HOUSE BILL 3217

                              By: Roberts (Dustin)

7                               AS INTRODUCED

8           An Act relating to contracts; amending 15 O.S. 2021,  
9           Section 901, which relates to repair of motor  
10          vehicles under warranty; modifying definition; and  
11          providing an effective date.

12   BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

13           SECTION 1.       AMENDATORY       15 O.S. 2021, Section 901, is  
14   amended to read as follows:

15           Section 901. A. As used in this section:

16           1. "Consumer" means the purchaser, other than for purposes of  
17   resale, of a motor vehicle, any person to whom such motor vehicle is  
18   transferred during the duration of an express warranty applicable to  
19   such motor vehicle, and any other person entitled by the terms of  
20   such warranty to enforce the obligations of the warranty; and

21           2. "Motor vehicle" means any motor-driven vehicle required to  
22   be registered under the Oklahoma Motor Vehicle License and  
23   Registration Act, excluding vehicles above ten thousand (10,000)  
24   pounds gross vehicle weight ~~and the living facilities of motor~~

1 ~~homes.~~ A recreational vehicle, as defined in Section 1-152.1 of  
2 Title 47 of the Oklahoma Statutes, regardless of the weight of the  
3 recreational vehicle, shall be considered a motor vehicle for the  
4 purposes of this section.

5 B. For the purposes of this act, if a new motor vehicle does  
6 not conform to all applicable express warranties, and the consumer  
7 reports the nonconformity, directly in writing, to the manufacturer,  
8 its agent or its authorized dealer during the term of such express  
9 warranties or during the period of one (1) year following the date  
10 of original delivery of the motor vehicle to a consumer, whichever  
11 is the earlier date, the manufacturer, its agent or its authorized  
12 dealer shall make such repairs as are necessary to conform the  
13 vehicle to such express warranties, notwithstanding the fact that  
14 such repairs are made after the expiration of such term or such one-  
15 year period.

16 C. If the manufacturer, or its agents or authorized dealers are  
17 unable to conform the motor vehicle to any applicable express  
18 warranty by repairing or correcting any defect or condition which  
19 substantially impairs the use and value of the motor vehicle to the  
20 consumer after a reasonable number of attempts, the manufacturer  
21 shall either accept a return of the vehicle from the consumer and  
22 refund to the consumer the full purchase price including all taxes,  
23 license, registration fees and all similar governmental fees,  
24 excluding interest, less a reasonable allowance for the consumer's

1 use of the vehicle or replace the motor vehicle with a comparable  
2 new model acceptable to the consumer. If a comparable model vehicle  
3 cannot be agreed upon, the purchase price shall be refunded less a  
4 reasonable allowance for the consumer's use of the vehicle. Refunds  
5 shall be made to the consumer, and lienholder if any, as their  
6 interests may appear. A reasonable allowance for use shall be the  
7 purchase or lease price of the new motor vehicle multiplied by a  
8 fraction having as the denominator one hundred twenty thousand  
9 (120,000) miles and having as the numerator the miles directly  
10 attributable to use by the consumer beyond fifteen thousand (15,000)  
11 miles. It shall be an affirmative defense to any claim under this  
12 act:

13 1. That an alleged nonconformity does not substantially impair  
14 such use and value; or

15 2. That a nonconformity is the result of abuse, neglect or  
16 unauthorized modifications or alterations of a motor vehicle.

17 In no event shall the presumption described in this subsection  
18 apply against a manufacturer unless the manufacturer has received  
19 prior direct written notification from or on behalf of the consumer  
20 and has had an opportunity to cure the defect alleged.

21 D. It shall be presumed that a reasonable number of attempts  
22 have been undertaken to conform a motor vehicle to the applicable  
23 express warranties, if:

24

1        1. The same nonconformity has been subject to repair four or  
2 more times by the manufacturer or its agents or authorized dealers  
3 within the express warranty term or during the period of one (1)  
4 year following the date of original delivery of the motor vehicle to  
5 a consumer, whichever is the earlier date, but such nonconformity  
6 continues to exist; or

7        2. The vehicle is out of service by reason of repair for a  
8 cumulative total of thirty (30) business days during such term or  
9 during such period, whichever is the earlier date.

10       The term of an express warranty, such one-year period and such  
11 thirty-day period shall be extended by any period of time during  
12 which repair services are not available to the consumer because of a  
13 war, invasion, strike, fire, flood or other natural disaster.

14       E. Nothing in this act shall in any way limit the rights or  
15 remedies which are otherwise available to a consumer under any other  
16 law.

17       F. If a manufacturer has established an informal dispute  
18 settlement procedure which complies in all respects with the  
19 provisions of Title 16, Code of Federal Regulations, Part 703, as  
20 from time to time amended, the provisions of subsection C of this  
21 section concerning refunds or replacement shall not apply to any  
22 consumer who has not first resorted to such procedure.

23       G. The Oklahoma Attorney General shall prepare and place on the  
24 Attorney General's website a written statement explaining the rights

1 of a purchaser under this law. The dealer shall provide to the  
2 purchaser at the time of the original purchase of a new motor  
3 vehicle the written statement prepared by the Attorney General.

4 H. Vehicles returned pursuant to the provisions of this act may  
5 not be resold in this state unless:

6 1. The manufacturer provides the same express warranty the  
7 manufacturer provided the original purchaser, except that the term  
8 of the warranty need only last for twelve thousand (12,000) miles or  
9 twelve (12) months after the date of resale, whichever is earlier;  
10 or

11 2. The manufacturer, through the licensed dealer, provides the  
12 consumer with a written statement on a separate piece of paper that  
13 clearly discloses the reason or reasons the vehicle was reacquired  
14 by the manufacturer.

15 I. Notwithstanding the provisions of subsection H of this  
16 section, returned vehicles shall not be resold if a new motor  
17 vehicle has been returned pursuant to the provisions of this act or  
18 a similar statute in another state because of nonconformity  
19 resulting in a complete failure of the braking or steering system  
20 likely to cause death or serious bodily injury if the vehicle is  
21 driven.

22 J. In any civil action pursuant to this section wherein the  
23 consumer is the prevailing party in the civil action, the consumer  
24

1 shall recover all costs and reasonable attorney fees as determined  
2 by the court.

3 SECTION 2. This act shall become effective November 1, 2022.  
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5 COMMITTEE REPORT BY: COMMITTEE ON BUSINESS AND COMMERCE, dated  
6 02/16/2022 - DO PASS.  
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