

**HOUSE BILL NO. 18**

**INTRODUCED BY HARRINGTON, DOZIER, DAILY, PAVLOVICH,  
KEENAN, LYNCH, STIMATE**

**IN THE HOUSE**

January 3, 1983	Introduced and referred to Committee on Business and Industry.
January 4, 1983	On motion by Chief Sponsor Representatives Dozier, Daily, et al., were added as authors to the prefiled bill.
January 20, 1983	Committee recommend bill do pass as amended. Report adopted.  Bill printed and placed on members' desks.
January 22, 1983	Second reading, do pass as amended.
January 24, 1983	Correctly engrossed.
January 25, 1983	Third reading, passed. Transmitted to Senate.

**IN THE SENATE**

January 26, 1983	Introduced and referred to Committee on Business and Industry.
March 2, 1983	Committee recommend bill be concurred in as amended. Report adopted.
March 4, 1983	Second reading, concurred in.
March 7, 1983	Third reading, concurred in. Ayes, 47; Noes, 1.

IN THE HOUSE

March 7, 1983

Returned to House with  
amendments.

March 9, 1983

Second reading, amendments  
concurred in.

March 10, 1983

Third reading, amendments  
concurred in.

Sent to enrolling.

Reported correctly enrolled.

1                    HOUSE      BILL NO. 18  
2    INTRODUCED BY HARRINGTON  
3  
4    A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING A  
5    MANUFACTURER TO HONOR THE EXPRESS WARRANTY ON A NEW MOTOR  
6    VEHICLE; PROVIDING FOR REPLACEMENT OF OR REFUND FOR A NEW  
7    MOTOR VEHICLE THAT DOES NOT CONFORM TO ITS WARRANTY AFTER A  
8    REASONABLE NUMBER OF ATTEMPTS HAVE BEEN MADE TO CONFORM THE  
9    VEHICLE TO ITS WARRANTY; EXTENDING THE WARRANTY PERIOD  
10   BECAUSE OF DELAYS CAUSED BY DISASTERS; AND ALLOWING OTHER  
11   REMEDIES."

12  
13   BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

14        Section 1. Definitions. For purposes of this [act],  
15   the following definitions apply:

16        (1) "Consumer" means the purchaser, other than for  
17   purposes of resale, of a motor vehicle, any person to whom  
18   the motor vehicle is transferred during the duration of an  
19   express warranty applicable to the motor vehicle, or any  
20   other person entitled by the terms of the warranty to the  
21   benefits of its provisions.

22        (2) "Motor vehicle" means a vehicle propelled by its  
23   own power, designed primarily to transport persons or  
24   property upon the public highways, and sold in this state.

25        (3) "Warranty period" means the term of an express

1   agreement or the period ending 1 year after the date of the  
2   original delivery to the consumer of a new motor vehicle,  
3   whichever is earlier.

4        Section 2. Warranty enforceable. If a consumer  
5   notifies the manufacturer or its agent or authorized dealer  
6   during the warranty period that a new motor vehicle does not  
7   conform to all applicable express warranties, the repairs  
8   necessary to conform the new motor vehicle to the express  
9   warranties shall be made by or at the expense of the  
10   warrantor, regardless of the expiration of the warranty  
11   period after notification of nonconformity is given by the  
12   consumer.

13        Section 3. Replacement for nonconformity. (1) If after  
14   a reasonable number of attempts the manufacturer or its  
15   agent or authorized dealer is unable, during the warranty  
16   period, to conform the new motor vehicle to any applicable  
17   express warranty by repairing or correcting any defect or  
18   condition that substantially impairs the use and value of  
19   the motor vehicle to the consumer, the manufacturer shall  
20   replace it with a new motor vehicle of the same model and  
21   style and of equal value.

22        (2) As an alternative to replacement, the manufacturer  
23   may accept return of the new motor vehicle from the consumer  
24   upon refund to him of the full purchase price, including all  
25   collateral charges less a reasonable allowance for the

1 consumer's use of the motor vehicle. The refund shall be  
2 paid to the consumer and to a lienholder, if any, in  
3 proportion to their interests. A reasonable allowance for  
4 use is an amount directly attributable to use by the  
5 consumer prior to his first report of the nonconformity to  
6 the manufacturer, agent, or dealer and during any subsequent  
7 period when the vehicle is not out of service because of  
8 nonconformity.

9 Section 4. Reasonable number of attempts. A reasonable  
10 number of attempts to conform a new motor vehicle to the  
11 applicable express warranties is presumed to have been made  
12 for purposes of [section 3(1)] if:

13 (1) the same nonconformity has been subject to repair  
14 four or more times by the manufacturer or its agent or  
15 authorized dealer during the warranty period but the  
16 nonconformity continues to exist; or

17 (2) the vehicle is out of service because of the  
18 nonconformity for a cumulative total of 30 or more days  
19 during the warranty period after notification of the  
20 manufacturer, agent, or dealer.

21 Section 5. Warranty extension. The warranty period of  
22 an express warranty is extended to equal the time that  
23 repair services are not available because of war or invasion  
24 or because of strike or fire, flood, or other natural  
25 disaster.

1 Section 6. Provisions nonexclusive. The provisions of  
2 this [act] do not limit the rights or remedies available to  
3 a consumer under any other law.

4 Section 7. Exhaustion of remedies under federal law.  
5 The provisions of [section 3] are not applicable against a  
6 manufacturer who has established an informal dispute  
7 settlement procedure in compliance with the provisions of  
8 Title 16, Code of Federal Regulations, part 703, as those  
9 provisions read on October 1, 1983, unless the consumer has  
10 first resorted to that procedure without satisfaction.

-End-

Approved by Committee  
on Business and Industry

## HOUSE BILL NO. 18

INTRODUCED BY HARRINGTON, DOZIER, DAILY,

PAVLOVICH, KEENAN, LYNCH, STIMATZ

A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING A  
MANUFACTURER TO HONOR THE EXPRESS WARRANTY ON A NEW MOTOR  
VEHICLE; PROVIDING FOR REPLACEMENT OF OR REFUND FOR A NEW  
MOTOR VEHICLE THAT DOES NOT CONFORM TO ITS WARRANTY AFTER A  
REASONABLE NUMBER OF ATTEMPTS HAVE BEEN MADE TO CONFORM THE  
VEHICLE TO ITS WARRANTY; EXTENDING THE WARRANTY PERIOD  
BECAUSE OF DELAYS CAUSED BY DISASTERS; AND ALLOWING OTHER  
REMEDIES; ~~EXEMPTING A DEALER FROM LIABILITY; AND PROVIDING~~  
~~AN APPLICABILITY DATE."~~

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Definitions. For purposes of this [act],  
the following definitions apply:

(1) "Consumer" means the purchaser, other than for  
purposes of resale, of a motor vehicle ~~THAT HAS NOT BEEN~~  
~~BROUGHT INTO NONCONFORMITY AS THE RESULT OF ABUSE, NEGLIGENCE,~~  
~~OR UNAUTHORIZED MODIFICATIONS OR ALTERATIONS BY THE~~  
PURCHASER, any person to whom the motor vehicle is  
transferred during the duration of an express warranty  
applicable to the motor vehicle, or any other person  
entitled by the terms of the warranty to the benefits of its

provisions.

(2) "Motor vehicle" means a vehicle propelled by its  
own power, designed primarily to transport persons or  
property upon the public highways, and sold in this state.

(3) "Warranty period" means the term of an express  
agreement or the period ending 1 year after the date of the  
original delivery to the consumer of a new motor vehicle,  
whichever is earlier.

Section 2. Warranty enforceable. If a consumer  
notifies ~~IN WRITING~~ the manufacturer or its agent or  
authorized-dealer during the warranty period that a new  
motor vehicle does not conform to all applicable express  
warranties, the repairs necessary to conform the new motor  
vehicle to the express warranties shall be made by or at the  
expense of the warrantor, regardless of the expiration of  
the warranty period after notification of nonconformity is  
given by the consumer.

Section 3. Replacement for nonconformity. (1) If after  
a reasonable number of attempts the manufacturer or its  
agent or authorized dealer is unable, during the warranty  
period, to conform the new motor vehicle to any applicable  
express warranty by repairing or correcting any defect or  
condition that substantially impairs the use and ~~MARKET~~  
value ~~OR SAFETY~~ of the motor vehicle to the consumer, the  
manufacturer shall replace it with a new motor vehicle of

1 the same model and style and of equal value, UNLESS, FOR  
 2 REASONS OF LACK OF AVAILABILITY, SUCH REPLACEMENT IS  
 3 IMPOSSIBLE, WITH A VEHICLE OF COMPARABLE MARKET VALUE.

4 (2) As an alternative to replacement, the manufacturer  
 5 may accept return of the new motor vehicle from the consumer  
 6 upon refund to him of the full purchase price, including all  
 7 ~~collateral charges~~ SALES TAX, LICENSE FEE, REGISTRATION  
 8 FEES, AND ANY SIMILAR GOVERNMENTAL CHARGES less a reasonable  
 9 allowance for the consumer's use of the motor vehicle. The  
 10 refund shall be paid to the consumer and to a lienholder, if  
 11 any, in proportion to their interests. A reasonable  
 12 allowance for use is an amount directly attributable to use  
 13 by the consumer AND ANY PREVIOUS CONSUMERS prior to his  
 14 first WRITTEN report of the nonconformity to the  
 15 ~~manufacturer, agent, or dealer~~ OR ITS AGENT and during any  
 16 subsequent period when the vehicle is not out of service  
 17 because of nonconformity.

18 Section 4. Reasonable number of attempts. A reasonable  
 19 number of attempts to conform a new motor vehicle to the  
 20 applicable express warranties is presumed to have been made  
 21 for purposes of [section 3(1)] if:

22 (1) the same nonconformity has been subject to repair  
 23 four or more times by the manufacturer or its agent or  
 24 authorized dealer during the warranty period but the  
 25 nonconformity continues to exist; or

1 (2) the vehicle is out of service because of the  
 2 nonconformity for a cumulative total of 30 or more BUSINESS  
 3 days during the warranty period after notification of the  
 4 manufacturer, agent, or dealer.

5 Section 5. Warranty extension. The warranty period of  
 6 an express warranty is extended to equal the time that  
 7 repair services are not available because of war or invasion  
 8 or because of strike or fire, flood, or other natural  
 9 disaster. THE PRESUMPTION PROVIDED HEREIN MAY NOT APPLY  
 10 AGAINST A MANUFACTURER WHO HAS NOT RECEIVED PRIOR WRITTEN  
 11 NOTIFICATION FROM OR ON BEHALF OF THE CONSUMER AND HAS NOT  
 12 HAD AN OPPORTUNITY TO CURE THE ALLEGED DEFECT.

13 Section 6. Provisions nonexclusive. The provisions of  
 14 this [act] do not limit the rights or remedies available to  
 15 a consumer under any other law.

16 Section 7. Exhaustion of remedies under federal law.  
 17 The provisions of [section 3] are not applicable against a  
 18 manufacturer who has established an informal dispute  
 19 settlement procedure in SUBSTANTIAL compliance with the  
 20 provisions of Title 16, Code of Federal Regulations, part  
 21 703, as those provisions read on October 1, 1983, unless the  
 22 consumer has first resorted to that procedure without  
 23 satisfaction.

24 THERE IS A NEW MCA SECTION THAT READS:

25 Section 8. Dealer exemption. Nothing in [this act]

1 imposes any liability on a dealer or creates a cause of  
2 action by a consumer against a dealer under section 3.

3 SECTION 9. APPLICABILITY. [THIS ACT] APPLIES ONLY TO  
4 COVERED MOTOR VEHICLES PURCHASED AFTER OCTOBER 1, 1983.

-End-

## 1 HOUSE BILL NO. 18

2 INTRODUCED BY HARRINGTON, DOZIER, DAILY,

3 PAVLOVICH, KEENAN, LYNCH, STIMATZ

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5 A BILL FOR AN ACT ENTITLED: "AN ACT REQUIRING A  
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9 REASONABLE NUMBER OF ATTEMPTS HAVE BEEN MADE TO CONFORM THE  
10 VEHICLE TO ITS WARRANTY; EXTENDING THE WARRANTY PERIOD  
11 BECAUSE OF DELAYS CAUSED BY DISASTERS; AND ALLOWING OTHER  
12 REMEDIES; EXEMPTING A DEALER FROM LIABILITY; AND PROVIDING  
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16 Section 1. Definitions. For purposes of this [act],  
17 the following definitions apply:

18 (1) "Consumer" means the purchaser, other than for  
19 purposes of resale, of a motor vehicle THAT HAS NOT BEEN  
20 BROUGHT INTO NONCONFORMITY AS THE RESULT OF ABUSE, NEGLIGENCE,  
21 OR UNAUTHORIZED MODIFICATIONS OR ALTERATIONS BY THE  
22 PURCHASER, any person to whom the motor vehicle is  
23 transferred during the duration of an express warranty  
24 applicable to the motor vehicle, or any other person  
25 entitled by the terms of the warranty to the benefits of its

1 provisions.

2 (2) "Motor vehicle" means a vehicle propelled by its  
3 own power, designed primarily to transport persons or  
4 property upon the public highways, and sold in this state.

5 (3) "Warranty period" means the term of an express  
6 agreement or the period ending 1 year after the date of the  
7 original delivery to the consumer of a new motor vehicle,  
8 whichever is earlier.

9 Section 2. Warranty enforceable. If a consumer  
10 notifies IN WRITING the manufacturer or its agent or  
11 authorized-dealer during the warranty period that a new  
12 motor vehicle does not conform to all applicable express  
13 warranties, the repairs necessary to conform the new motor  
14 vehicle to the express warranties shall be made by or at the  
15 expense of the warrantor, regardless of the expiration of  
16 the warranty period after notification of nonconformity is  
17 given by the consumer.

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19 a reasonable number of attempts the manufacturer or its  
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25 manufacturer shall replace it with a new motor vehicle of

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 11 lienholder, if any, in proportion to their interests. A  
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 13 attributable to use by the consumer AND ANY PREVIOUS  
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 15 nonconformity to the manufacturer, ~~agent, or dealer~~ OR ITS  
 16 AGENT and during any subsequent period when the vehicle is  
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 15 a consumer under any other law.

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 17 The provisions of [section 3] are not applicable against a  
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 21 703, as those provisions read on October 1, 1983, unless the  
 22 consumer has first resorted to that procedure without  
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24 THERE IS A NEW MCA SECTION THAT READS:

25 Section 8. Dealer exemption. Nothing in [this act]

1 imposes any liability on a dealer or creates a cause of  
2 action by a consumer against a dealer under section 3.

3 SECTION 9. APPLICABILITY. [THIS ACT] APPLIES ONLY TO  
4 COVERED MOTOR VEHICLES PURCHASED AFTER OCTOBER 1, 1983.

-End-

March 2, 1983

SENATE STANDING COMMITTEE REPORT  
(Business and Industry)

That House Bill No. 18 be amended as follows:

1. Page 2, line 4.

Following: "state."

Insert: "The term does not include a motor home as defined in  
61-1-130."

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PAVLOVICH, KEENAN, LYNCH, STIMATZ

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PURCHASER, any person to whom the motor vehicle is  
transferred during the duration of an express warranty  
applicable to the motor vehicle, or any other person  
entitled by the terms of the warranty to the benefits of its

provisions.

(2) "Motor vehicle" means a vehicle propelled by its  
own power, designed primarily to transport persons or  
property upon the public highways, and sold in this state.  
~~THE TERM DOES NOT INCLUDE A MOTOR HOME AS DEFINED IN~~  
~~61-1-130.~~

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agreement or the period ending 1 year after the date of the  
original delivery to the consumer of a new motor vehicle,  
whichever is earlier.

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1 value ~~OR SAFETY~~ of the motor vehicle to the consumer, the  
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 3 the same model and style and of equal value, ~~UNLESS FOR~~  
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 17 nonconformity to the manufacturer-agent, or dealer ~~OR ITS~~  
 18 ~~AGENT~~ and during any subsequent period when the vehicle is  
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 12 ~~AGAINST A MANUFACTURER WHO HAS NOT RECEIVED PRIOR WRITTEN~~  
 13 ~~NOTIFICATION FROM OR ON BEHALF OF THE CONSUMER AND HAS NOT~~  
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3       Imposes any liability on a dealer or creates a cause of  
4       action by a consumer against a dealer under section 3.

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6       ~~COVERED MOTOR VEHICLES PURCHASED AFTER OCTOBER 1, 1983.~~

-End-