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HOUSE BILL 1526

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State of Washington

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1991 Regular Session

By Representatives Rayburn, Kremen, Nealey, Chandler, Rasmussen, Grant, R. Johnson, Ballard, Haugen and Jacobsen.

Read first time January 31, 1991. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to including self-propelled agricultural equipment  
2 in the motor vehicle lemon law; and amending RCW 19.118.021.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 19.118.021 and 1990 c 239 s 1 are each amended to read  
5 as follows:

6 Unless the context clearly requires otherwise, the definitions in  
7 this section apply throughout this chapter.

8 (1) "Board" means new motor vehicle arbitration board.

9 (2) "Collateral charges" means any sales or lease related charges  
10 including but not limited to sales tax, use tax, arbitration service  
11 fees, unused license fees, unused registration fees, unused title fees,  
12 finance charges, prepayment penalties, credit disability and credit  
13 life insurance costs not otherwise refundable, any other insurance  
14 costs prorated for time out of service, transportation charges, dealer

1 preparation charges, or any other charges for service contracts,  
2 undercoating, rustproofing, or factory or dealer installed options.

3 (3) "Condition" means a general problem that results from a defect  
4 or malfunction of one or more parts, or their improper installation by  
5 the manufacturer, its agents, or the new motor vehicle dealer.

6 (4) "Consumer" means any person who has entered into an agreement  
7 or contract for the transfer, lease, or purchase of a new motor  
8 vehicle, other than for purposes of resale or sublease, during the  
9 duration of the warranty period defined under this section.

10 (5) "Court" means the superior court in the county where the  
11 consumer resides, except if the consumer does not reside in this state,  
12 then the superior court in the county where an arbitration hearing or  
13 determination was conducted or made pursuant to this chapter.

14 (6) "Incidental costs" means any reasonable expenses incurred by  
15 the consumer in connection with the repair of the new motor vehicle,  
16 including any towing charges and the costs of obtaining alternative  
17 transportation.

18 (7) "Manufacturer" means any person engaged in the business of  
19 constructing or assembling new motor vehicles or engaged in the  
20 business of importing new motor vehicles into the United States for the  
21 purpose of selling or distributing new motor vehicles to new motor  
22 vehicle dealers. "Manufacturer" does not include any person engaged in  
23 the business of set-up of motorcycles as an agent of a new motor  
24 vehicle dealer if the person does not otherwise construct or assemble  
25 motorcycles.

26 (8) "Motorcycle" means any motorcycle as defined in RCW 46.04.330  
27 which has an engine displacement of at least seven hundred fifty cubic  
28 centimeters.

29 (9) "New motor vehicle" means any new self-propelled vehicle,  
30 including a new motorcycle, primarily designed for the transportation

1 of persons or property over the public highways that, after original  
2 retail purchase or lease in this state, was initially registered in  
3 this state or for which a temporary motor vehicle license was issued  
4 pursuant to RCW 46.16.460, but does not include vehicles purchased or  
5 leased by a business as part of a fleet of ten or more vehicles. If  
6 the motor vehicle is a motor home, this chapter shall apply to the  
7 self-propelled vehicle and chassis, but does not include those portions  
8 of the vehicle designated, used, or maintained primarily as a mobile  
9 dwelling, office, or commercial space. The term "new motor vehicle"  
10 does not include trucks with nineteen thousand pounds or more gross  
11 vehicle weight rating. The term "new motor vehicle" includes a  
12 demonstrator or lease-purchase vehicle as long as a manufacturer's  
13 warranty was issued as a condition of sale, and self-propelled  
14 agricultural equipment.

15 (10) "New motor vehicle dealer" means a person who holds a dealer  
16 agreement with a manufacturer for the sale of new motor vehicles, who  
17 is engaged in the business of purchasing, selling, servicing,  
18 exchanging, or dealing in new motor vehicles, and who is licensed as a  
19 dealer by the state of Washington.

20 (11) "Nonconformity" means a defect, serious safety defect, or  
21 condition that substantially impairs the use, value, or safety of a new  
22 motor vehicle, but does not include a defect or condition that is the  
23 result of abuse, neglect, or unauthorized modification or alteration of  
24 the new motor vehicle.

25 (12) "Purchase price" means the cash price of the new motor vehicle  
26 appearing in the sales agreement or contract, including any allowance  
27 for a trade-in vehicle; "purchase price" in the instance of a lease  
28 means the purchase price or value of the vehicle declared to the  
29 department of licensing for purposes of tax collection.

1           Where the consumer is a second or subsequent purchaser, lessee, or  
2 transferee and the consumer selects repurchase of the motor vehicle,  
3 "purchase price" means the purchase price of the second or subsequent  
4 purchase or lease.   Where the consumer is a second or subsequent  
5 purchaser, lessee, or transferee and the consumer selects replacement  
6 of the motor vehicle, "purchase price" means the original purchase  
7 price.

8           (13) "Reasonable offset for use" means the definition provided in  
9 RCW 19.118.041(1)(c) for a new motor vehicle other than a new  
10 motorcycle.   The reasonable offset for use for a new motorcycle shall  
11 be computed by the number of miles that the vehicle traveled before the  
12 manufacturer's acceptance of the vehicle upon repurchase or replacement  
13 multiplied by the purchase price, and divided by twenty-five thousand.

14           (14) "Reasonable number of attempts" means the definition provided  
15 in RCW 19.118.041.

16           (15) "Replacement motor vehicle" means a new motor vehicle that is  
17 identical or reasonably equivalent to the motor vehicle to be replaced,  
18 as the motor vehicle to be replaced existed at the time of original  
19 purchase or lease, including any service contract, undercoating,  
20 rustproofing, and factory or dealer installed options.

21           (16) "Serious safety defect" means a life-threatening malfunction  
22 or nonconformity that impedes the consumer's ability to control or  
23 operate the new motor vehicle for ordinary use or reasonable intended  
24 purposes or creates a risk of fire or explosion.

25           (17) "Substantially impair" means to render the new motor vehicle  
26 unreliable, or unsafe for ordinary use, or to diminish the resale value  
27 of the new motor vehicle below the average resale value for comparable  
28 motor vehicles.

29           (18) "Warranty" means any implied warranty, any written warranty of  
30 the manufacturer, or any affirmation of fact or promise made by the

1 manufacturer in connection with the sale of a new motor vehicle that  
2 becomes part of the basis of the bargain. The term "warranty" pertains  
3 to the obligations of the manufacturer in relation to materials,  
4 workmanship, and fitness of a new motor vehicle for ordinary use or  
5 reasonably intended purposes throughout the duration of the warranty  
6 period as defined under this section.

7 (19) "Warranty period" means the period ending two years after the  
8 date of the original delivery to the consumer of a new motor vehicle,  
9 or the first twenty-four thousand miles of operation, whichever occurs  
10 first.