



General Assembly

February Session, 2020

**Raised Bill No. 5312**

LCO No. 1979



Referred to Committee on PUBLIC SAFETY AND SECURITY

Introduced by:  
(PS)

***AN ACT CONCERNING WARRANTIES APPLICABLE TO POLICE,  
FIRE AND OTHER MUNICIPAL VEHICLES.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 42-179 of the general statutes is repealed and the  
2 following is substituted in lieu thereof (*Effective July 1, 2020*):

3 (a) As used in this chapter:

4 (1) "Consumer" means the purchaser, other than for purposes of  
5 resale, of a motor vehicle, a lessee of a motor vehicle, any person to  
6 whom such motor vehicle is transferred during the duration of an  
7 express warranty applicable to such motor vehicle, and any person  
8 entitled by the terms of such warranty to enforce the obligations of the  
9 warranty. [; and] "Consumer" includes a municipality.

10 (2) ["motor vehicle"] "Motor vehicle" means (A) a passenger motor  
11 vehicle, a passenger and commercial motor vehicle or a motorcycle, as  
12 defined in section 14-1, (B) a police vehicle, or (C) an emergency vehicle,  
13 as defined in section 42-355, which is sold or leased in this state.

14 (b) If a new motor vehicle does not conform to all applicable express  
15 warranties, and the consumer reports the nonconformity to the  
16 manufacturer, its agent or its authorized dealer during the period of two  
17 years following the date of original delivery of the motor vehicle to a  
18 consumer or during the period of the first twenty-four thousand miles  
19 of operation, whichever period ends first, the manufacturer, its agent or  
20 its authorized dealer shall make such repairs as are necessary to  
21 conform the motor vehicle to such express warranties, notwithstanding  
22 the fact that such repairs are made after the expiration of the applicable  
23 period.

24 (c) No consumer shall be required to notify the manufacturer of a  
25 claim under this section and sections 42-181 to 42-184, inclusive, unless  
26 the manufacturer has clearly and conspicuously disclosed to the  
27 consumer, in the warranty or owner's manual, that written notification  
28 of the nonconformity is required before the consumer may be eligible  
29 for a refund or replacement of the motor vehicle. The manufacturer shall  
30 include with the warranty or owner's manual the name and address to  
31 which the consumer shall send such written notification.

32 (d) If the manufacturer or its agents or authorized dealers are unable  
33 to conform the motor vehicle to any applicable express warranty by  
34 repairing or correcting any defect or condition which substantially  
35 impairs the use, safety or value of the motor vehicle to the consumer  
36 after a reasonable number of attempts, the manufacturer shall replace  
37 the motor vehicle with a new motor vehicle acceptable to the consumer,  
38 or accept return of the motor vehicle from the consumer and refund to  
39 the consumer, lessor and lienholder, if any, as their interests may  
40 appear, the following: (1) The full contract price, including but not  
41 limited to, charges for undercoating, dealer preparation and  
42 transportation and installed options, (2) all collateral charges, including  
43 but not limited to, sales tax, license and registration fees, and similar  
44 government charges, (3) all finance charges incurred by the consumer  
45 after he first reports the nonconformity to the manufacturer, agent or  
46 dealer and during any subsequent period when the motor vehicle is out  
47 of service by reason of repair, and (4) all incidental damages as defined

48 in section 42a-2-715, less a reasonable allowance for the consumer's use  
49 of the motor vehicle. No authorized dealer shall be held liable by the  
50 manufacturer for any refunds or motor vehicle replacements in the  
51 absence of evidence indicating that dealership repairs have been carried  
52 out in a manner inconsistent with the manufacturers' instructions.  
53 Refunds or replacements shall be made to the consumer, lessor and  
54 lienholder if any, as their interests may appear. A reasonable allowance  
55 for use shall be that amount obtained by multiplying the total contract  
56 price of the motor vehicle by a fraction having as its denominator one  
57 hundred twenty thousand and having as its numerator the number of  
58 miles that the motor vehicle traveled prior to the manufacturer's  
59 acceptance of its return. It shall be an affirmative defense to any claim  
60 under this section (1) that an alleged nonconformity does not  
61 substantially impair such use, safety or value or (2) that a nonconformity  
62 is the result of abuse, neglect or unauthorized modifications or  
63 alterations of a motor vehicle by a consumer.

64 (e) It shall be presumed that a reasonable number of attempts have  
65 been undertaken to conform a motor vehicle to the applicable express  
66 warranties, if (1) the same nonconformity has been subject to repair four  
67 or more times by the manufacturer or its agents or authorized dealers  
68 during the period of two years following the date of original delivery of  
69 the motor vehicle to a consumer or during the period of the first twenty-  
70 four thousand miles of operation, whichever period ends first, but such  
71 nonconformity continues to exist, or (2) the motor vehicle is out of  
72 service by reason of repair for a cumulative total of thirty or more  
73 calendar days during the applicable period, determined pursuant to  
74 subdivision (1) of this subsection. Such two-year period and such thirty-  
75 day period shall be extended by any period of time during which repair  
76 services are not available to the consumer because of a war, invasion,  
77 strike or fire, flood or other natural disaster. No claim shall be made  
78 under this section unless at least one attempt to repair a nonconformity  
79 has been made by the manufacturer or its agent or an authorized dealer  
80 or unless such manufacturer, its agent or an authorized dealer has  
81 refused to attempt to repair such nonconformity.

82 (f) If a motor vehicle has a nonconformity which results in a condition  
83 which is likely to cause death or serious bodily injury if the motor  
84 vehicle is driven, it shall be presumed that a reasonable number of  
85 attempts have been undertaken to conform such motor vehicle to the  
86 applicable express warranties if the nonconformity has been subject to  
87 repair at least twice by the manufacturer or its agents or authorized  
88 dealers within the express warranty term or during the period of one  
89 year following the date of the original delivery of the motor vehicle to a  
90 consumer, whichever period ends first, but such nonconformity  
91 continues to exist. The term of an express warranty and such one-year  
92 period shall be extended by any period of time during which repair  
93 services are not available to the consumer because of war, invasion,  
94 strike or fire, flood or other natural disaster.

95 (g) (1) No motor vehicle which is returned to any person pursuant to  
96 any provision of this chapter or in settlement of any dispute related to  
97 any complaint made under the provisions of this chapter and which  
98 requires replacement or refund shall be resold, transferred or leased in  
99 the state without clear and conspicuous written disclosure of the fact  
100 that such motor vehicle was so returned prior to resale or lease. Such  
101 disclosure shall be affixed to the motor vehicle and shall be included in  
102 any contract for sale or lease. The Commissioner of Motor Vehicles shall,  
103 by regulations adopted in accordance with the provisions of chapter 54,  
104 prescribe the form and content of any such disclosure statement and  
105 establish provisions by which the commissioner may remove such  
106 written disclosure after such time as the commissioner may determine  
107 that such motor vehicle is no longer defective. (2) If a manufacturer  
108 accepts the return of a motor vehicle or compensates any person who  
109 accepts the return of a motor vehicle pursuant to subdivision (1) of this  
110 subsection such manufacturer shall stamp the words  
111 "MANUFACTURER BUYBACK" clearly and conspicuously on the face  
112 of the original title in letters at least one-quarter inch high and, within  
113 ten days of receipt of the title, shall submit a copy of the stamped title to  
114 the Department of Motor Vehicles. The Department of Motor Vehicles  
115 shall maintain a listing of such buyback vehicles and in the case of any

116 request for a title for a buyback vehicle, shall cause the words  
117 "MANUFACTURER BUYBACK" to appear clearly and conspicuously  
118 on the face of the new title in letters which are at least one-quarter inch  
119 high. Any person who applies for a title shall disclose to the department  
120 the fact that such motor vehicle was returned as set forth in this  
121 subsection. (3) If a manufacturer accepts the return of a motor vehicle  
122 from a consumer due to a nonconformity or defect, in exchange for a  
123 refund or a replacement motor vehicle, whether as a result of an  
124 administrative or judicial determination, an arbitration proceeding or a  
125 voluntary settlement, the manufacturer shall notify the Department of  
126 Motor Vehicles and shall provide the department with all relevant  
127 information, including the year, make, model, vehicle identification  
128 number and prior title number of the motor vehicle. The Commissioner  
129 of Motor Vehicles shall adopt regulations in accordance with chapter 54  
130 specifying the format and time period in which such information shall  
131 be provided and the nature of any additional information which the  
132 commissioner may require. (4) The provisions of this subsection shall  
133 apply to motor vehicles originally returned in another state from a  
134 consumer due to a nonconformity or defect in exchange for a refund or  
135 replacement motor vehicle and which a lessor or transferor with actual  
136 knowledge subsequently sells, transfers or leases in this state.

137 (h) All express and implied warranties arising from the sale of a new  
138 motor vehicle shall be subject to the provisions of part 3 of article 2 of  
139 title 42a.

140 (i) Nothing in this section shall in any way limit the rights or remedies  
141 which are otherwise available to a consumer under any other law.

142 (j) If a manufacturer has established an informal dispute settlement  
143 procedure which is certified by the Attorney General as complying in  
144 all respects with the provisions of Title 16 Code of Federal Regulations  
145 Part 703, as in effect on October 1, 1982, and with the provisions of  
146 subsection (b) of section 42-182, the provisions of subsection (d) of this  
147 section concerning refunds or replacement shall not apply to any  
148 consumer who has not first resorted to such procedure.

149     (k) The provisions of this section and sections 42-179a to 42-186,  
150 inclusive, shall not apply to an emergency vehicle, as defined in section  
151 42-355, to the extent an express warranty on such emergency vehicle is  
152 governed by the provisions of section 42-355.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>July 1, 2020</i>	42-179

**Statement of Purpose:**

To expand the automobile lemon law to cover municipal vehicles.

*[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]*