

# **WEST VIRGINIA LEGISLATURE**

## **2024 REGULAR SESSION**

**Introduced**

### **Senate Bill 802**

By Senators Hamilton, Caputo, Deeds, Hunt, Karnes,  
Martin, Plymale, Stover, Swope, Woelfel, and Taylor

[Introduced February 15, 2024; referred  
to the Committee on Agriculture and Natural  
Resources]

1 A BILL to amend and reenact §46A-6A-2 of the Code of West Virginia, 1931, as amended; and to  
2 amend and reenact §47-11F-8 of said code, all relating to Consumer Protection—New  
3 Motor Vehicle Warranties and the Farm Equipment Dealer Contract Act; including in the  
4 definition of "motor vehicle" a self-propelled vehicle designed primarily for, and used in, the  
5 occupation or business of farming, with a horsepower unit of 20 or greater; and the right to  
6 bring an action for breach of warranty involving a self-propelled vehicle designed primarily  
7 for, and used in, farming.

*Be it enacted by the Legislature of West Virginia:*

**CHAPTER 46A. WEST VIRGINIA CONSUMER CREDIT AND  
PROTECTION ACT.**

**ARTICLE 6A. CONSUMER PROTECTION--NEW MOTOR VEHICLE WARRANTIES.**

1 **§46A-6A-2. Definitions.**

1 When used in this article, the following words, terms, and phrases shall have the meaning  
2 ascribed to them, except where the context indicates a different meaning:

3 (1) "Consumer" means:

4 (A) The purchaser, other than for purposes of resale, of a new motor vehicle used primarily  
5 for personal, family, or household purposes, a person to whom the new motor vehicle is  
6 transferred for the same purposes during the duration of an express warranty applicable to the  
7 motor vehicle, and any other person entitled by the terms of the warranty to enforce the obligations  
8 of the warranty; or

9 (B) The purchaser, other than for purposes of resale, of a new vehicle described in  
10 paragraph (B), subdivision (4) of this section a person to whom the new vehicle is transferred  
11 during the duration of an express warranty applicable to the vehicle, and any other person entitled  
12 by the terms of the warranty to enforce the obligations of the warranty;

13 (2) "Manufacturer" means a person engaged in the business of manufacturing,  
14 assembling, or distributing motor vehicles, who will, under normal business conditions during the  
15 year, manufacture, assemble, or distribute to dealers at least 10 new motor vehicles;

16 (3) "Manufacturer's express warranty" and "warranty" mean the written warranty of the  
17 manufacturer of a new motor vehicle of its condition and fitness for use, including any terms or  
18 conditions precedent to the enforcement of obligations under that warranty; and

19 (4) "Motor vehicle" means:

20 (A) Any passenger automobile purchased in this state or registered and titled in this state,  
21 including any pickup truck or van registered as a Class A motor vehicle under the provisions of  
22 §17A-10-1 *et seq.* of this code, and any self-propelled motor vehicle chassis of a motor home  
23 registered as a Class A or Class B motor vehicle under the provisions of §17A-10-1 *et seq.* of this  
24 code; or

25 (B) Any self-propelled vehicle designed primarily for, and used in, the occupation or  
26 business of farming, with a horsepower unit of ~~35~~ 20 or greater.

## CHAPTER 47. REGULATION OF TRADE.

### ARTICLE 11F. FARM EQUIPMENT DEALER CONTRACT ACT.

#### §47-11F-8. Civil remedies applicable.

1 (a) The provisions of any agreement to the contrary notwithstanding, if a supplier fails or  
2 refuses without just cause to repurchase any inventory or portion thereof when required to do so  
3 under the provisions of this article within the time periods prescribed thereby, such supplier shall  
4 be civilly liable for: ~~(i)~~ (1) 100 percent of the current net price of the inventory or portion thereof not  
5 repurchased; ~~(ii)~~ (2) the amount the dealer paid for freight costs from the supplier's location to the  
6 dealer's location; ~~(iii)~~ (3) the reasonable cost of assembly performed by the dealer; ~~(iv)~~ (4)  
7 reasonable attorney's fees and court costs incurred by the dealer in requiring the supplier to  
8 comply with this article of the code; and ~~(v)~~ (5) interest on the current net price of the inventory or

9 portion thereof not repurchased, computed at the prime rate of interest commencing the 91st day  
10 after termination of the contract agreement, and recomputed quarterly thereafter.

11 (b) Any person who suffers monetary loss due to a violation of this article or because he or  
12 she refuses to accede to a proposal for an arrangement that, if consummated, is in violation of this  
13 article, may bring civil action to enjoin further violation and to recover damages sustained by him or  
14 her together with the costs of the suit, including reasonable attorney's fees and court costs.

15 (c) ~~In the event of~~ If there is a failure to provide the required notice of termination or  
16 otherwise comply with provisions of this article, the supplier shall be civilly liable for the dealer's  
17 loss of business for the time period the supplier is in violation of the notice of termination provisions  
18 of the article, plus reasonable attorney's fees and court costs.

19 (d) The provisions of this section are in addition to all legal or equitable remedies available  
20 at law, as well as any remedies available pursuant to any agreement between the supplier and  
21 dealer.

22 (e) A civil action commenced under the provisions of this article may be brought until the  
23 expiration of five years after the violation complained of is or reasonably should have been  
24 discovered, whichever occurs first.

25 (f) Subsection (e) of this section applies if a supplier fails or refuses to repurchase a self-  
26 propelled vehicle designed for farm use, which is the subject of the contract, with a horse power  
27 unit of 20 or greater, and which vehicle is defined in §46A-6A-2 of this code as a "motor vehicle" for  
28 purposes the Consumer Protection – New Motor Vehicle Warranties, that has an issue which is not  
29 corrected after being returned to the supplier three times.