

§ 63-17-151. Short title.

Sections 63-17-151 et seq. shall be known and may be cited as the “Motor Vehicle Warranty Enforcement Act”.

HISTORY:

Laws, 1985, ch. 336, § 1, eff from and after July 1, 1985.

§ 63-17-153. Legislative findings and declaration of purpose.

The Legislature recognizes that a motor vehicle is a major consumer purchase and that a defective motor vehicle creates a hardship for the consumer. The Legislature further recognizes that a duly franchised motor vehicle dealer is an agent of the manufacturer. It is the intent of the Legislature that a good faith motor vehicle warranty complaint by a consumer should be resolved by the manufacturer, or its agent, within a specified period of time. It is further the intent of the Legislature to provide the statutory procedures whereby a consumer may receive a replacement motor vehicle, or a full refund, for a motor vehicle which cannot be brought into conformity with the express warranty issued by the manufacturer. However, nothing in Sections 63-17-151 et seq. shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

HISTORY:

Laws, 1985, ch. 336, § 2, eff from and after July 1, 1985.

§ 63-17-155. Definitions.

As used in Sections 63-17-151 through 63-17-165, the following terms shall have the following meanings:

(a) “Collateral charges” means those additional charges to a consumer which are not directly attributable to the manufacturer’s suggested retail price label for the motor vehicle. Collateral charges shall include, but not be limited to, dealer preparation charges, undercoating charges, transportation charges, towing charges, replacement car rental costs and title charges.

(b) “Comparable motor vehicle” means an identical or reasonably equivalent motor vehicle.

(c) “Consumer” means the purchaser, other than for purposes of resale, of a motor vehicle, primarily used for personal, family, or household purposes, and any person to whom such motor vehicle is transferred for the same purposes during the duration of an express warranty applicable to such motor vehicle, and any other person entitled by the terms of such warranty to enforce the obligations of the warranty.

(d) “Express warranty” means any written affirmation of fact or promise made in connection with the sale of a motor vehicle by a supplier to a consumer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect-free or will meet a specified level of performance over a specified period of time. For the purposes of Section 63-17-151 et seq., express warranties do not include implied warranties.

(e) “Manufacturer” means a manufacturer or distributor as defined in Section 63-17-55.

(f) “Motor vehicle” means a vehicle propelled by power other than muscular power which is sold in this state, is operated over the public streets and highways of this state and is used as a means of transporting persons or property, but shall not include vehicles run only upon tracks, off-road vehicles, motorcycles, mopeds, electric personal assistive mobility devices as defined in Section 63-3-103 or parts and components of a motor home which were added on and/or assembled by the manufacturer of the motor home. “Motor vehicle” shall include demonstrators or lease-purchase vehicles as long as a manufacturer’s warranty was issued as a condition of sale.

(g) “Purchase price” means the price which the consumer paid to the manufacturer to purchase the motor vehicle in a cash sale or, if the motor vehicle is purchased in a retail installment transaction, the cash sale price as defined in Section 63-19-3.

HISTORY:

Laws, 1985, ch. 336, § 3; Laws, 2003, ch. 485, § 12, eff from and after July 1, 2003.

§ 63-17-157. Repair of nonconforming vehicle.

For the purposes of Sections 63-17-151 et seq., if a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer or its agent during the term of such express warranties or during the period of one (1) year following the date of original delivery of the motor vehicle to the consumer, whichever period expires earlier, the manufacturer or its agent shall make such repairs as are necessary to conform the vehicle to such express warranties, notwithstanding the fact that such repairs are made after the expiration of such term or such one-year period.

HISTORY:

Laws, 1985, ch. 336, § 4, eff from and after July 1, 1985.

**Miss. Code § 63-17-159 Replacement of vehicle or refund of purchase price where nonconformity cannot be corrected; affirmative defenses; presumption of reasonable attempts to conform vehicle to warranties; extension of warranties; notice requirements relating to repair of nonconformity; civil actions
(Mississippi Code (2019 Edition))**

§ 63-17-159. Replacement of vehicle or refund of purchase price where nonconformity cannot be corrected; affirmative defenses; presumption of reasonable attempts to conform vehicle to warranties; extension of warranties; notice requirements relating to repair of nonconformity; civil actions.

(1) If the manufacturer or its agent cannot conform the motor vehicle to any applicable express warranty by repairing or correcting any default or condition which impairs the use, market value, or safety of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall give the consumer the option of having the manufacturer either replace the motor vehicle with a comparable motor vehicle acceptable to the consumer, or take title of the vehicle from the consumer and refund to the consumer the full purchase price, including all reasonably incurred collateral charges, less a reasonable allowance for the consumer's use of the vehicle. The subtraction of a reasonable allowance for use shall apply when either a replacement or refund of the motor vehicle occurs. A reasonable allowance for use shall be that sum of money arrived at by multiplying the number of miles the motor vehicle has been driven by the consumer by Twenty Cents (20¢) per mile. Refunds shall be made to the consumer and lienholder of record, if any, as their interests may appear.

(2) It shall be an affirmative defense to any claim under Sections 63-17-151 et seq. that:

(a) An alleged nonconformity does not impair the use, market value or safety of the motor vehicle;

(b) A nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a motor vehicle by a consumer;

(c) A claim by a consumer was not filed in good faith; or

(d) Any other affirmative defense allowed by law.

(3) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties if within the terms, conditions or limitations of the express warranty, or during the period of one (1) year following the date of original delivery of the motor vehicle to a consumer, whichever expires earlier, either:

Miss. Code § 63-17-159 Replacement of vehicle or refund of purchase price where nonconformity cannot be corrected; affirmative defenses; presumption of reasonable attempts to conform vehicle to warranties; extension of warranties; notice requirements relating to repair of nonconformity; civil actions (Mississippi Code (2019 Edition))

- (a)** Substantially the same nonconformity has been subject to repair three (3) or more times by the manufacturer or its agent and such nonconformity continues to exist; or
- (b)** The vehicle is out of service by reason of repair of the nonconformity by the manufacturer or its agent for a cumulative total of fifteen (15) or more working days, exclusive of downtime for routine maintenance as prescribed by the owner's manual, since the delivery of the vehicle to the consumer. The fifteen-day period may be extended by any period of time during which repair services are not available to the consumer because of conditions beyond the control of the manufacturer or its agent.
- (4)** The terms, conditions or limitations of the express warranty, or the period of one (1) year following the date of original delivery of the motor vehicle to a consumer, whichever expires earlier, may be extended if the motor vehicle warranty problem has been reported but has not been repaired by the manufacturer or its agent by the expiration of the applicable time period.
- (5)** The manufacturer shall provide a list of the manufacturer's zone or regional service office addresses in the owner's manual provided with the motor vehicle. It shall be the responsibility of the consumer or his representative, prior to availing himself of the provisions of this section, to give written notification to the manufacturer of the need for the repair of the nonconformity, in order to allow the manufacturer an opportunity to cure the alleged defect. The manufacturer shall immediately notify the consumer of a reasonably accessible repair facility to conform the vehicle to the express warranty. After delivery of the vehicle to the designated repair facility by the consumer, the manufacturer shall have ten (10) working days to conform the motor vehicle to the express warranty. Upon notification from the consumer that the vehicle has not been conformed to the express warranty, the manufacturer shall inform the consumer if an informal dispute settlement procedure has been established by the manufacturer in accordance with Section 63-17-163, and provide the consumer with a copy of the provisions of Sections 63-17-151 et seq. However, if prior notice by the manufacturer of an informal dispute settlement procedure has been given, no further notice is required. If the manufacturer fails to notify the consumer of the availability of this informal dispute settlement procedure, the requirements of Section 63-17-163 shall not apply.
- (6)** Any action brought under Sections 63-17-151 et seq. shall be commenced within one (1) year following expiration of the terms, conditions or

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limitations of the express warranty, or within eighteen (18) months following the date of original delivery of the motor vehicle to a consumer, whichever is earlier, or, if a consumer resorts to an informal dispute settlement procedure as provided in Sections 63-17-151 et seq., within ninety (90) days following the final action of the panel.

(7) If a consumer finally prevails in any action brought under Sections 63-17-151 et seq., the court may allow him to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action.

HISTORY:

Laws, 1985, ch. 336, § 5, eff from and after July 1, 1985.

§ 63-17-161. Liability of consumer for bad faith claims.

Any claim by a consumer which is found by the court to have been filed in bad faith, or solely for the purpose of harassment, or in complete absence of a justiciable issue of either law or fact raised by the consumer, shall result in the consumer being liable for all court costs incurred by the manufacturer or its agent as a direct result of the bad faith claim.

HISTORY:

Laws, 1985, ch. 336, § 6, eff from and after July 1, 1985.

**§ 63-17-163. Necessity for resort to informal dispute settlement
procedure.**

If a manufacturer has established an informal dispute settlement procedure which complies in all respects with the provisions of 16 C.F.R., Part 703, the provisions of Section 63-17-159 concerning refunds or replacements shall not apply to any consumer who has not first resorted to such procedure.

HISTORY:

Laws, 1985, ch. 336, § 7, eff from and after July 1, 1985.

§ 63-17-165. Remedies for violations.

Any violation of Sections 63-17-151 et seq. shall be subject to the rights and remedies as provided for by Chapter 24, Title 75, Mississippi Code of 1972.

HISTORY:

Laws, 1985, ch. 336, § 8, eff from and after July 1, 1985.