

LD5149432

HOUSE BILL NO. 2185

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on Roads and Internal Navigation
on February 4, 1995)

(Patron Prior to Substitute—Delegate Robinson)

A BILL to amend and reenact § 46.2-1530 of the Code of Virginia and to amend the Code of Virginia by adding a section numbered 46.2-1529.1, relating to sales of used motor vehicles by dealers; motor vehicle buyer's orders.

Be it enacted by the General Assembly of Virginia:

1. That § 46.2-1530 of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding a section numbered 46.2-1529.1 as follows:

§ 46.2-1529.1. Sales of used motor vehicles by dealers.

A. Except as provided for in subsection B of this section, in any retail sale by a dealer of a used motor vehicle of under 6,000 pounds gross vehicle weight for use on the public highways, and normally used for personal, family or household use, the dealer shall provide a written limited warranty of not less than thirty days or 1,000 miles, whichever comes first, provided that the selling dealer, or an administrator contracted by the selling dealer, shall pay 100 percent of the costs to repair or replace a defective component of the power train of the motor vehicle. The warranty shall fully describe the power train systems covered by the warranty. If the warranty is subject to a deductible, the deductible shall be not more than \$100. This warranty is not required provided the motor vehicle is otherwise covered by a comparable or better manufacturer or distributor warranty.

B. Notwithstanding the requirement of subsection A, a dealer may sell a used motor vehicle at retail "AS IS," and exclude implied warranties as provided for in §§ 8.2-314 and 8.2-315, only if the dealer provides the buyer, prior to sale, a separate written disclosure as to the effect of an "AS IS" sale.

C. The written disclosure shall be conspicuous and contained on the front of the Buyer's Order and printed in not less than bold ten-point type and signed by the buyer: "I understand that this vehicle is being sold "AS IS" with all faults and is not covered by any dealer warranty. I understand that the dealer is not required to make any repairs after I buy this vehicle. I will have to pay for any repairs this vehicle will need."

D. Failure of the dealer to comply with this section shall result by operation of law in the dealer providing a warranty on the power train of the motor vehicle with the same coverage as provided for in subsection A, in addition to implied warranties.

E. As used in this section: (i) "power train" includes the engine, transmission and transfer case, and front and/or rear drive axle and (ii) "limited warranty" means a warranty as provided for in the Magnuson Moss Warranty Act, 15 U.S.C. § 2301 et seq.

§ 46.2-1530. Buyer's order.

A. Every motor vehicle dealer shall complete, in duplicate, a buyer's order for each sale or exchange of a motor vehicle. A copy of the buyer's order form shall be made available to a prospective buyer during the negotiating phase of a sale and prior to any sales agreement. The completed original shall be retained for a period of four years in accordance with § 46.2-1529, and a duplicate copy shall be delivered to the purchaser at the time of sale or exchange. A buyer's order shall include:

1. The name and address of the person to whom the vehicle was sold or traded.
2. The date of the sale or trade.
3. The name and address of the motor vehicle dealer selling or trading the vehicle.
4. The make, model year, vehicle identification number and body style of the vehicle.
5. The sale price of the vehicle.
6. The amount of any cash deposit made by the buyer.

7. A description of any vehicle used as a trade-in and the amount credited the buyer for the trade-in. The description of the trade-in shall be the same as outlined in subdivision 4 of this subsection.

8. The amount of any sales and use tax, title fee, uninsured motor vehicle fee, registration fee, or other fee required by law for which the buyer is responsible and the dealer has collected. Each tax and fee shall be individually listed and identified.

9. The net balance due at settlement.

10. Any item designated as "processing fee," and the amount charged by the dealer, if any, for processing the transaction. As used in this section processing includes obtaining title and license plates for the purchaser.

11. Any item designated as "dealer's business license tax," and the amount charged by the dealer, if any.

12. For sales involving dealer-arranged financing, the following notice, printed in bold type no less

HOUSE SUBSTITUTE

HB2185H1

60 than ten-point: "THIS SALE IS CONDITIONED UPON APPROVAL OF YOUR PROPOSED RETAIL
61 INSTALLMENT SALE CONTRACT AS SUBMITTED TO OR THROUGH THE DEALER. IF THAT
62 PROPOSED RETAIL INSTALLMENT SALE CONTRACT IS NOT APPROVED UNDER THE
63 TERMS AGREED TO WITH THE DEALER, YOU MAY CANCEL THIS SALE AND ANY DOWN
64 PAYMENT AND/OR TRADE-IN YOU SUBMITTED WILL BE RETURNED TO YOU, PROVIDED
65 THAT ANY VEHICLE DELIVERED TO YOU BY THE DEALER PURSUANT TO THIS
66 AGREEMENT IS RETURNED TO THE DEALER IN THE SAME CONDITION AS DELIVERED TO
67 YOU, NORMAL WEAR AND TEAR EXCEPTED, WITHIN TWENTY-FOUR HOURS OF WRITTEN
68 OR ORAL NOTICE TO YOU OF THE CREDIT DENIAL."

69 *13. For sales of used motor vehicles, the disclosure required by § 46.2-1529.1.*

70 If the transaction does not include a policy of motor vehicle liability insurance, the seller shall stamp
71 or mark on the face of the bill of sale in boldface letters no smaller than eighteen point type the
72 following words: "No Liability Insurance Included."

73 A completed buyer's order when signed by both buyer and seller may constitute a bill of sale.

74 B. The Commissioner shall approve a buyer's order form and each dealer shall file with each license
75 application, or renewal, its buyer's order form, on which the processing fee amount is stated.

76 C. If a processing fee is charged, that fact and the amount of the processing fee shall be disclosed by
77 the dealer. Disclosure shall be by placing a clear and conspicuous sign in the public sales area of the
78 dealership. The sign shall be no smaller than eight and one-half inches by eleven inches and the print
79 shall be no smaller than one-half inch, and in a form as approved by the Commissioner.