

PART IV-A. RECREATIONAL VEHICLE WARRANTIES

§1270.31. Short title

This Part shall be known as and may be cited as the “New Recreational Vehicle Warranty Act”.

§1270.32. Definitions

The following words, terms, and phrases, when used in this Part, shall have the meanings respectively ascribed to them in this Section, except where the context clearly indicates a different meaning:

(1) “Collateral costs” means sales tax, license fees, registration fees, and any similar government charges.

(2) “Commission” means the Louisiana Motor Vehicle Commission.

(3) “Consumer” means:

(a) The purchaser, other than for purposes of a resale, of a new recreational vehicle normally used for personal, family, or household purposes and subject to a manufacturer’s express warranty.

(b) A person, other than for purposes of a resale, to whom a recreational vehicle is transferred during the term of an express warranty applicable to the recreational vehicle.

(c) Any other person entitled to enforce the recreational vehicle warranty.

(4) “Dealer” means a person who holds a license from the commission authorized by the manufacturer to service the items in a recreational vehicle warranted by the manufacturer, who is actively engaged in the business of buying, selling, or exchanging new recreational vehicles at retail, and who has an established place of business.

(5) “Manufacturer” means any person, firm, association, corporation, or trust, resident or nonresident, who manufactures or assembles recreational vehicles or the chassis for recreational vehicles.

(6) “Manufacturer’s express warranty” and “warranty” mean the written warranty issued by the manufacturer.

(7) “Nonconformity” means any specific or generic defect or condition which substantially impairs the use, market value, or both of a new recreational vehicle.

(8) “Out of service” means the days a recreational vehicle is not able to be used but does not include routine maintenance days.

(9) “Recreational vehicle” means a motorized or towable vehicle, sold in this state, that provides temporary living quarters for travel, recreation, and camping. For purposes of this Part, a “recreational vehicle” includes a motor home, a travel trailer, a fifth-wheel travel trailer, a folding camper trailer, a slide-in truck camper, and a park model trailer.

§1270.33. Commission; powers and duties; nonconformity notices; hearings; records

A. The commission is hereby vested with the powers and duties necessary to enable it to fully

and effectively carry out the provisions and objectives of this Part and to adopt rules, regulations, and forms in accordance with the Administrative Procedure Act to accomplish the purposes of this Part. The enumeration of any power or authority herein shall not be construed to deny, impair, disparage, or limit any other power or authority of the commission.

B. The powers and duties of the commission shall include but are not limited to the following:

(1) Receive complaints of a recreational vehicle nonconformity to warranty from consumers.

(2) Keep records of consumer complaints of a nonconformity related to recreational vehicle warranty defects.

(3) Notwithstanding the provisions of R.S. 32:1253(A)(3)(b), schedule hearings on consumer complaints of a nonconformity before the commission's three appointed members pursuant to R.S. 32:1253(A)(3)(a).

C. The commission may collect costs to defray the expense of administering the requirements of this Part as authorized by R.S. 32:1260.

§1270.34. Manufacturers' duty to repair; nonconformity

If a new recreational vehicle does not conform to the manufacturer's express warranty, and the consumer reports the nonconformity to the manufacturer, or any of its authorized recreational vehicle dealers, and makes the recreational vehicle available for repair before the expiration of the warranty, or not later than one year after the date of original delivery of the recreational vehicle to the consumer, the manufacturer, its agent, or its authorized dealer shall make repairs that are necessary to conform the vehicle to the manufacturer's express warranty, notwithstanding the fact that the repairs are made after the expiration of the warranty term or the one-year period.

§1270.35. Express warranties; time limit to conform

A.(1) It shall be presumed that a reasonable number of attempts have been undertaken to conform a recreational vehicle to the applicable express warranty if the vehicle is out of service by reason of repair for a cumulative total of ninety or more calendar days, or the same nonconformity has been subject to repair four or more times by the manufacturer, its agent, or its authorized dealer, within the warranty term, or not later than one year from the date of original delivery of the new recreational vehicle to the consumer.

(2)(a) Notwithstanding the provisions of Paragraph (1) of this Subsection, the consumer shall provide written notification of the need to repair the nonconformity to the manufacturer and the commission, and either of the following:

(i) Evidence of a cumulative total of at least ninety days of the recreational vehicle being out of service within the warranty term.

(ii) Evidence that the same nonconformity has been subject to repair four or more times by the manufacturer, its agent, or its authorized dealer, within the warranty term, or not later than a period of one year from the date of original delivery of the new recreational vehicle to the consumer.

(b) The manufacturer shall respond to the consumer not later than ten business days after receipt of the consumer's written notification of a nonconformity as to when and where the recreational vehicle may be delivered for a final repair attempt. The repair facility shall be one that is

authorized by the manufacturer to perform the necessary warranty work.

(c) The repair facility shall have ten business days from the date of delivery of the recreational vehicle to the facility to complete repairs using replacement parts and thirty calendar days from the date of delivery of the recreational vehicle to the facility to complete structural repairs to conform the recreational vehicle to the applicable warranty. The time periods provided in this Paragraph may be extended only if the consumer authorizes the extension in writing.

(3) If a manufacturer fails to respond to the consumer or to perform the repairs within the time periods provided in Paragraph (2) of this Subsection, the manufacturer shall be considered to have waived his rights to a final attempt to cure the nonconformity.

B. The duration of an express warranty shall be extended by any period of time during which repair services are not available to the consumer because of war, pandemic, invasion, strike, fire, flood, or natural disaster.

C. The provisions of Subsection A of this Section shall be suspended for any period of time during which repair services cannot be performed by the manufacturer, its agents, or authorized dealer, because of war, pandemic, invasion, strike, fire, flood, or natural disaster.

§1270.36. Recreational vehicle replacement or refund

A. If the commission determines a nonconformity in a recreational vehicle has not been repaired within the time periods provided in R.S. 32:1270.35, the manufacturer shall either:

(1) Replace the recreational vehicle with a comparable new recreational vehicle.

(2) At the manufacturer's option, accept return of the recreational vehicle and refund the full purchase price, and any amounts paid by the consumer at the point of sale, and all collateral costs, less a reasonable allowance for use by the consumer, or any holder of a perfected security interest in the recreational vehicle, as their interest may appear, if the transaction was a sale. Refunds shall be made to the consumer and lienholder of record, if any, as their interests may appear.

B. A reasonable allowance for use by the consumer shall be determined by the commission and shall be that amount directly attributable to use by the consumer prior to his first written notice of a nonconformity to the manufacturer, agent, or dealer, and during any subsequent period when the vehicle was not out of service by reason of repair.

C. The consumer shall have no more than one hundred eighty days after the end of the express warranty term to file a complaint with the manufacturer and the commission to force compliance with the provisions of this Section.

§1270.37. Attorney fees

If the commission's decision on nonconformity is appealed by either party, the court may award reasonable attorney fees to the prevailing party on appeal.

§1270.38. Transfer of title; time limitation

Upon receipt of the comparable new recreational vehicle or refund pursuant to R.S. 32:1270.36, the consumer shall surrender the recreational vehicle subject to the nonconformity to the manufacturer together with the certificate of title with all endorsements necessary to transfer title to the manufacturer. The manufacturer shall provide the consumer with a comparable new recreational vehicle or refund no later than thirty days after receipt of an offer to transfer title in compliance with

this Section by the consumer, or no later than thirty days after a decision by the commission.

§1270.39. Mandatory disclosure of a nonconformity to warranty by sellers

A.(1) Upon the sale or transfer of title by a manufacturer, its agent, or any dealer of any second-hand recreational vehicle, previously returned to a manufacturer for nonconformity to its warranty pursuant to the requirements of this Part, the manufacturer shall execute an instrument in writing on a form prescribed by the commission setting forth the following information in ten point, all capital type, and deliver to the buyer:

“IMPORTANT: THIS RECREATIONAL VEHICLE WAS RETURNED TO THE MANUFACTURER OR DEALER BECAUSE IT DID NOT CONFORM TO ITS WARRANTY AND THE DEFECT OR CONDITION WAS NOT FIXED WITHIN THE TIME PROVIDED BY LOUISIANA LAW.”

(2) Notice that a recreational vehicle was returned to the manufacturer because it did not conform to its warranty shall also be conspicuously printed on the recreational vehicle’s certificate of title.

B. The failure of a manufacturer to deliver the instrument required by this Section shall constitute a violation of this Part and is punishable by a fine of not less than five hundred dollars nor more than one thousand dollars for each violation.

§1270.40. Notification of nonconformity remedy; dealer responsibility

Prior to or during the delivery of the recreational vehicle to the consumer, the dealer shall inform the consumer in writing of the remedy for a nonconformity defect as provided in this Part.

§1270.41. Exclusiveness

This Part provides exclusive remedies, warranties, and preemptive periods as between the manufacturer, dealer, and consumer, relative to nonconformity defects as defined in this Part, and no other provisions of law relative to recreational vehicle warranties and redhibitory vices and defects shall apply. Nothing herein shall be construed to affect or limit any warranty of title.

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