

§ 1962.8. Warranty Requirements for Zero Emission Vehicles and for Batteries in Plug-in Hybrid Electric Vehicles for 2026 and Subsequent Model Year Passenger Cars and Light-Duty Trucks.

- (a) Applicability. This section shall apply to 2026 and subsequent model year zero-emission vehicles and plug-in hybrid electric vehicles certified for sale in California.
- (b) Definitions. For the purposes of this article, the following definitions shall apply, in addition to those definitions in California Code of Regulations, title 13, section 1962.4, and incorporated test procedure.

“Authorized service network” means service and repair providers that are recognized by motor vehicle manufacturers or engine manufacturers as being capable of performing repairs to factory specifications, including warranty repair work.

“Battery” means any electrical energy storage device consisting of any number of individual battery modules or cells that is used to provide tractive power to propel a battery electric or plug-in hybrid electric vehicle.

“Propulsion-related part” means any system, component, or part that is used to refuel or recharge the vehicle, store fuel or energy for the vehicle (excluding the battery), propel the vehicle, or recover or recoup vehicle kinetic energy, including components used to control, manage, or thermally manage such propulsion-related components. These parts include drive motor(s), inverter(s), converter(s), on-board charging system components, fuel cell stack components, refueling and fuel tank components, fuel cell air and fuel delivery components, regenerative braking system components, and the power electronics, electronic control units, and thermal management systems of such components and systems.

“Screened warranty claim” means the number of valid claims for an adjustment, inspection, repair or replacement of a specific propulsion-related component or battery within the warranty period for which the vehicle manufacturer is invoiced or solicited by a repairing agent for compensation.

“Unscreened warranty claim” means the total number of claims for an adjustment, inspection, repair or replacement of a specific propulsion-related component or battery within the warranty period for which the vehicle manufacturer is invoiced or solicited by a repairing agent for compensation, regardless of validity of claim.

“Warrantable condition” means any condition of a vehicle which triggers the responsibility of the manufacturer to take corrective action pursuant to this section.

“*Warranty period*” means the period of time and mileage that the vehicle or part are covered by the warranty provisions. The warranty period shall begin on the date the vehicle is delivered to an ultimate purchaser, or if the vehicle is first placed in service as a “demonstrator” or “company” car prior to delivery, on the date it is first placed in service.

“*Warranty station*” means a service facility or entity authorized by the vehicle manufacturer to perform warranty repairs. This shall include all of the manufacturer's franchised dealerships and other manufacturer owned, contracted, or otherwise authorized entities to service the subject vehicles.

“*Vehicle manufacturer*” means the manufacturer granted certification for a motor vehicle.

(c) Warranty Coverage.

(1) *Propulsion-Related Part Warranty*. The manufacturer of each zero-emission vehicle shall warrant to the ultimate purchaser and each subsequent purchaser that the vehicle is:

(A) Designed, built, and equipped so as to conform, at the time of sale, with all applicable regulations adopted by the California Air Resources Board pursuant to its authority in chapters 1 and 2, part 5, division 26 of the Health and Safety Code; and

(B) Free from defects in materials and workmanship which cause the failure of a propulsion-related part to be identical in all material respects to the part as described in the vehicle manufacturer's application for certification for a warranty period of 3 years or 50,000 miles, whichever first occurs, and 7 years or 70,000 miles, whichever first occurs, for “high priced” propulsion-related parts.

(C) “High-Priced” Propulsion-Related Parts. Each manufacturer shall identify in its application for certification, “high-priced” propulsion-related parts which are propulsion-related parts that have an individual replacement cost at the time of certification exceeding the cost limit defined in subsection (c)(1)(C)(ii).

(i) The replacement cost shall be the retail cost to a vehicle owner and include the cost of the part, labor, and standard diagnosis. The costs shall be those of the highest-cost metropolitan area of California.

(ii) The cost limit shall be calculated using the following equation:

$$\text{Cost limit}_n = \$300 \times (\text{CPI}_{n-2} / 118.3)$$

where:

Cost limit_n is the cost limit for the applicable model year of the vehicle rounded to the nearest ten dollars.

n is the model year of the new vehicles.

n-2 is the calendar year two years prior to the model year of the new vehicles.

CPI is the annual average nationwide urban consumer price index published by the United States Bureau of Labor Statistics.

- (iii) The cost limit shall be revised annually by the Executive Officer. The highest-cost metropolitan area in California shall be identified by the Executive Officer for use in this section. If a manufacturer seeks certification of a vehicle before the applicable annual average CPI is available, the cost limit shall be calculated using the average of the monthly nationwide urban CPI figures for the most recent twelve month period for which figures have been published by the United States Bureau of Labor Statistics.
- (iv) Each manufacturer shall submit to the Executive Officer the documentation used to identify the “high-priced” warranted parts required in this section. The documentation shall include the estimated retail parts costs, labor rates in dollars per hour, and the labor hours necessary to diagnose and replace the parts. The Executive Officer may reject or require modification of the manufacturer’s list of “high-priced” propulsion-related parts to ensure that such list includes all propulsion-related parts whose replacement cost exceeds the cost limit defined in subsection (c)(1)(C)(ii).
- (2) *Battery Warranty.* The manufacturer of each battery electric vehicle and plug-in hybrid electric vehicle shall warrant to the ultimate purchaser and each subsequent purchaser that the vehicle’s battery is free from defects in materials and workmanship which cause the deterioration of the battery state of health to less than 80% for eight years or 100,000 miles, whichever first occurs.
- (3) Subject to the conditions and exclusions of subsection (c)(7), the required warranties shall be interpreted as follows:
- (A) Any propulsion-related part or battery which is not scheduled for replacement as required maintenance in the written instructions required by section (c)(4) shall be warranted for the applicable warranty period defined in subsection (c)(1) or (2). Any such part repaired or replaced under the warranty shall be warranted for the remaining warranty period.
- (B) Any propulsion-related part or battery which is scheduled only for regular inspection in the written instructions required by subsection (c)(4) shall be warranted for the applicable warranty period defined in subsection (c)(1). A statement in such written instructions to the effect of “repair or replace as necessary” shall not reduce the period of warranty coverage. Any such part required or replaced under warranty shall be warranted for the remaining warranty period.

- (C) Any propulsion-related part or battery which is scheduled for replacement as required maintenance in the written instructions required by subsection (c)(4) shall be warranted for the period of time or mileage, whichever first occurs, prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part shall be repaired or replaced by the vehicle manufacturer. Any such part required or replaced under warranty shall be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
- (D) Repair or replacement of any propulsion-related part or battery shall be performed at no charge to the vehicle owner at a warranty station, except in the case of an emergency when a part or a warranty station is not reasonably available to the vehicle owner. In an emergency, repairs may be performed at any available service establishment, or by the owner, using any replacement part. The manufacturer shall reimburse the owner for their expenses including diagnostic charges for such emergency repair or replacement, not to exceed the manufacturer's suggested retail price for all propulsion-related parts or batteries replaced and labor charges based on the manufacturer's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. A vehicle owner may reasonably be required to keep receipts and failed parts in order to receive compensation for warranted repairs reimbursable due to an emergency, provided the manufacturer's written instructions required by subsection (c)(4) advise the owner of this obligation.
- (E) Notwithstanding the provisions of subsection (c)(3)(D) above, warranty services or repairs shall be provided by all entities of the manufacturer's authorized service network.
- (F) The vehicle owner shall not be charged for diagnostic labor which leads to the determination that a propulsion-related part or battery is defective, provided that such diagnostic work is performed at a warranty station.
- (G) The vehicle manufacturer shall be liable for damages to other vehicle components proximately caused by a failure under warranty of any propulsion-related part or battery.
- (H) Throughout the applicable warranty period, the vehicle manufacturer shall maintain the capacity to supply propulsion-related parts or batteries sufficient to meet the expected demand for such parts. The lack of availability of such parts or the incompleteness of repairs within a reasonable time period, not to exceed 30 days from the time the vehicle is initially presented to the warranty station for repair, shall constitute an emergency for purposes of subsection (c)(3)(D) above.

- (I) Any replacement part may be used in the performance of any maintenance or repairs. Any replacement part or non-new original equipment part (e.g., refurbished, remanufactured) with performance appropriate for the age and mileage of the vehicle designated by a manufacturer may be used in warranty repairs provided without charge to the vehicle owner. Such use shall not reduce the warranty obligations of the vehicle manufacturer, except that the vehicle manufacturer shall not be liable under this article for repair or replacement of any replacement part which is not a propulsion-related part or battery (except as provided under subsection (c)(3)(G) above).
- (J) The use of an add-on or modified part exempted by the California Air Resources Board from the prohibitions of Vehicle Code section 27156 for the vehicle may not, in and of itself, be grounds for disallowing a warranty claim made in accordance with this article. The vehicle manufacturer shall not be liable under this article to warrant failures of propulsion-related parts or the battery caused by the use of such an add-on or modified part.
- (K) The Executive Officer may request and, in such case, the vehicle manufacturer shall provide, any documents which describe the manufacturer's warranty procedures or policies.
- (4) Each manufacturer shall furnish with each new vehicle, written instructions for the maintenance and use of the vehicle by the owner, and the instructions shall be consistent with this article.
- (5) Each manufacturer shall furnish with each new vehicle a list of the "high-priced" propulsion-related parts at the time of certification.
- (6) Each manufacturer shall submit the documents required by subsection (c)(1)(C), (c)(4), (c)(5), and (g) with the Part 2 Application for Certification pursuant to the "California Test Procedures for 2026 and subsequent Model Zero Emission Vehicles and Plug-In Hybrid Electric Vehicles, in the Passenger Car, Light-Duty Truck and Medium-Duty Vehicles Classes" as applicable. The Executive Officer may reject or require modification of any of the documents required by subsection (c)(1)(C), (c)(4), (c)(5), and (g) for, among other reasons, incompleteness and lack of clarity. Approval by the Executive Officer of the documents required by subsection (c)(1)(C), (c)(4), (c)(5), and (g) shall be a condition of certification. The Executive Officer shall approve or disapprove the documents required by subsection (c)(1)(C), (c)(4), (c)(5), and (g) within 90 days of the date such documents are received from the manufacturer. Any disapproval shall be accompanied by a statement of the reasons thereof. In the event of disapproval, the manufacturer may petition the Board to review the decision of the Executive Officer.
- (7) Exclusions. The repair or replacement of any propulsion-related part or battery otherwise eligible for warranty coverage shall be excluded from such warranty

coverage if the vehicle manufacturer demonstrates that the vehicle has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.

(d) Zero Emission Vehicle (ZEV) Warranty Information Reports

- (1) The requirement to file ZEV warranty information reports (ZWIR) shall be applicable for the warranty period but not to exceed the useful-life period of the vehicle. For the ZWIR, a manufacturer shall:
 - (A) Review warranty claim records for each test group on a quarterly basis to determine and compile by cumulative total the number of claims made for propulsion-related parts and batteries. The data compiled shall be based on all warranty claims, without any prescreening of data as to the validity of the claims.
 - (B) Categorize warranty claims for each test group by the specific component replaced or repaired.
 - (C) File a ZWIR, as applicable, for each quarter when the cumulative number of unscreened warranty claims for a specific propulsion-related part or battery, or a repair of such parts, represent at least 1 percent or 25 (whichever is greater) of the vehicles of a California-certified test group.
- (2) The ZWIR shall contain the following information in substantially the format outlined below:
 - (A) The manufacturer's corporate name.
 - (B) A description of each class of California-certified vehicles affected by a warranty replacement or warranty repair of a specific propulsion-related part or battery, including model year and test group.
 - (C) The number and percentage of vehicles in each test group for which a warranty replacement or warranty repair of a specific propulsion-related part or battery was identified.
 - (D) A short description of the specific propulsion-related part or battery that was replaced or repaired under warranty.
- (3) ZWIRs shall be submitted not more than 25 days after the close of a calendar quarter. Subsequent to the filing of a ZWIR for a test group a manufacturer shall submit quarterly reports updating the number and percentage of warranty claims with the most recent information for that test group. ZWIRs and report updates shall be submitted to the Chief, Emissions Certification and Compliance Division.

(e) Zero Emission Vehicle (ZEV) Field Information Reports

- (1) On the basis of data obtained and reported pursuant to subsection (d), a manufacturer shall file a ZEV field information report (ZFIR) not more than 45

days after the ZWIR indicates that a cumulative total of unscreened warranty claims for a specific propulsion-related part or battery in a test group exceeds 4 percent or 25 (whichever is greater), unless the manufacturer has committed to perform a correction action up to recall by notifying CARB of its intent in writing within the 45-day period, per California Code of Regulations, title 13, section 1962.8. A corrective action plan, per California Code of Regulations, title 13, section 1962.8, must be submitted within 45 days of that notice.

(2) All ZFIRs shall be submitted to the Chief, Emissions Certification and Compliance Division, and shall contain the following information in substantially the format outlined below:

- (A) The manufacturer's corporate name.
- (B) A ZFIR number assigned by the manufacturer which shall be used in all related correspondence.
- (C) A description of each class or category of California-certified vehicles affected including make, model, model year, test group and such other information as may be required to identify the vehicles affected.
- (D) A description of the specific propulsion-related part or battery that failed or was replaced or repaired under warranty, the failure, and the probable cause of the failure.
- (E) The number and percentage of vehicles in each test group for which a failure of the specific propulsion-related part or battery was identified.
- (F) The total number and percentage of unscreened warranty claims and failures of the specific propulsion-related part or battery projected to occur during the remainder of the test group's useful life and a description of the method used to project this number.
- (G) An estimated date when the failure of a specific component will reach the levels specified in subsection (f)(1)(A).

(f) Zero Emission Vehicle (ZEV) Information Reports

(1) A manufacturer shall file a ZEV information report (ZIR):

- (A) Within 45 days after a ZFIR submitted in accordance with subsection (e) indicates that a cumulative total of failures for a specific propulsion-related part or battery in a test group exceeds 4 percent or 25, whichever is greater.
- (B) Within 45 days of the Executive Officer, with cause, requiring such a report. For purposes of this section, "cause" shall be based upon any information in CARB possession which indicates that a failure of significant scope is occurring which might necessitate a corrective action, per California Code of Regulations, title 13, section 1962.8, including but not limited to information gathered from CARB in-use surveillance activities, consumer complaints, or other relevant information.

(2) No ZIR shall be required if a manufacturer has committed to perform a correction action, per California Code of Regulations, title 13, section 1962.8, by notifying the Board of its intent in writing after the failure of a propulsion-related part or battery exceeds the percentage specified in subsection (e). A corrective action plan, per California Code of Regulations, title 13, section 1962.8, shall be submitted within 45 days of the manufacturer's notification of intent to perform a corrective action.

(3) All ZIRs shall be submitted to the Chief, Emissions Certification and Compliance Division, and shall contain the following information in substantially the format outlined below.

- (A) The manufacturer's corporate name;
- (B) The ZFIR number from which the failure was first reported, if applicable;
- (C) A description of each class or category of California-certified vehicles affected by the failure including make, model, model year, test group, and such other information as may be required to identify the vehicles affected;
- (D) A description of the propulsion-related part or battery that failed, the failure and the probable cause of failure;
- (E) A description of any driveability problems or impact on other vehicle performance factors likely to result from the failure; and
- (F) A description of the adverse effects, if any, that an uncorrected failure would have on the all-electric range, performance, durability, safety, battery state of health, or to the function of other components over the useful life of the affected vehicles;

(g) Finding of Nonconformance.

(1) A test group or a subgroup of a test group shall be subject to corrective action up to and including recall when the number of failures of a specific propulsion-related component exceeds 4 percent or 25 (whichever is greater), unless the Executive Officer determines from the ZIR submitted per subsection (f) that corrective action is unnecessary pursuant to the criteria set forth in subsection (g)(2).

(2) Once the ZIR is filed, the Executive Officer shall evaluate the failure to determine whether corrective action including recall is necessary. Factors to be considered shall include:

- (A) the validity of the data;
- (B) the impact on range, durability, battery state of health, and performance of the failure on individual vehicles;
- (C) the expected failure rates and the timing and extent of a remedy if no recall is required; and
- (D) other factors specific to the failure.

- (3) Notwithstanding subsection (g)(2) above, a recall shall not be required if the manufacturer submits information with the ZIR which demonstrates to the satisfaction of the Executive Officer that the failure:
 - (A) is limited to a propulsion-related component on a less than substantial percentage of vehicles and does not represent a pervasive defect in design, application, or execution which is likely to affect a substantial number of such propulsion-related components during the useful life of the vehicle, and
 - (B) is likely to be corrected under the warranty program or other in-use maintenance procedure shortly after the inception of the problem.
- (4) If a manufacturer can identify a subgroup of a test group which is subject to a failure, a corrective action may be limited to that subgroup with Executive Officer approval.
- (5) Upon making the determination of nonconformance, the Executive Officer shall notify the manufacturer in writing in accordance with section 1962.7(e)(6) and the manufacturer shall be subject to the provisions of 1962.7(e)(6), (f), (g) and (h), as necessary, for submittal and approval of a recall plan.

(h) Alternative Procedures.

- (1) A vehicle manufacturer may use an alternative procedure to those specified in subsections (c), (d), and (e) above provided the Executive Officer has determined that the alternative procedure will produce substantially equivalent results. In making such a determination, the Executive Officer shall consider the capacity of the alternative procedure to:
 - (A) ensure early detection of failing components within the useful life of the vehicle;
 - (B) track failing components by test group;
 - (C) assure prompt notification of the Executive Officer when a systematically failing component is indicated;
 - (D) provide objective, complete, and easily monitored data; and
 - (E) be audited by the Executive Officer.
- (2) If, in order to comply with the requirements of subsection (c), (d), or (e) above, a manufacturer elects to develop a system based upon a sampling of representative California warranty stations, such plan must be reviewed and approved by the Executive Officer prior to its implementation. The Executive Officer shall approve such a plan upon determining that the sampling will likely

yield results representative of the manufacturer's total California warranty stations and does not, by design, exclude or include specific warranty stations in an attempt to collect data only from stations with the lowest warranty rates.

- (i) California ZEV Warranty Statement
[Forthcoming language will describe required language to be included on each warranted ZEV and PHEV]
- (j) Records. The records described in subsection (d)(1)(A), or if applicable, the records used under the alternative procedure described in subsection (g), shall be made available to the Executive Officer upon request.
- (k) Vehicle Owner Obligations.
 - (1) The owner of any vehicle warranted pursuant to this article shall be responsible for the performance of all required scheduled maintenance specified in the written instructions furnished to the owner pursuant to subsection (c)(4). Such maintenance may be performed by the owner, at a service establishment of the owner's choosing, or by a person or persons of the owner's choosing.
 - (2) Failure of the vehicle owner to ensure the performance of such scheduled maintenance or to keep maintenance records shall not, per se, be grounds for disallowing a warranty claim.
- (l) Mediation and Finding of Warrantable Condition. A vehicle or engine owner may request that the Executive Officer mediate a unresolved warranty dispute between vehicle owners and manufacturers or their agents claim.
 - (1) Upon receipt of such a claim the Executive Officer, or the Executive Officer's representative, may make a determination regarding whether the claim is meritorious on its face and, if meritorious, shall notify the appropriate dealer, or vehicle or engine manufacturer of the claim. The party against whom a complaint is made shall be given a reasonable time in which to respond. The Executive Officer may conduct an informal conference and may request additional information and evidence.
 - (2) Upon examination of the facts submitted by the parties concerned, the Executive Officer, or the Executive Officer's representative, may find that a warranted part, or a vehicle's nonconformity with any California statutorily authorized motor vehicle emissions inspection and maintenance program, is eligible for warranty coverage pursuant to this article. If such a finding is made, the Executive Officer shall issue a Finding of Warrantable Condition.
 - (3) The Finding of Warrantable Condition shall include the name of the vehicle owner, vehicle manufacturer and model (including model year, make, car line and body type), vehicle identification number, engine family, odometer reading,

date of inspection, identification of the defective part or other warrantable condition and the signature of the person issuing the Finding.

(m) **Severability.** Each provision of this section is severable, and in the event that any provision of this section is held to be invalid, the remainder of this article remains in full force and effect.

Note: Authority cited: Sections 39039, 38510, 38560, 39002, 39003, 39601, 39602.5, 43006, 43013, 43106, 43018, 43018.5, 43101, and 43600, Health and Safety Code. Reference: Sections 39002, 39039, 39601, 39602.5, 43006, 43013, 43106, 43018, 43101, 43105, 43204, 43205, and 43210.5, Health and Safety Code.

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