

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1262 Session of  
2005

INTRODUCED BY HARHAI, BEBKO-JONES, BIANCUCCI, BUXTON,  
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SOLOBAY, STABACK, TANGRETTI, TIGUE, WALKO, WANSACZ, WHEATLEY,  
WILT AND YOUNGBLOOD, MARCH 31, 2005

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, MARCH 31, 2005

AN ACT

1 Relating to the rights of purchasers and lessees of defective  
2 recreational vehicles.

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3 The General Assembly of the Commonwealth of Pennsylvania  
4 hereby enacts as follows:

5 Section 1. Short title.

6 This act shall be known and may be cited as the Recreational  
7 Vehicle Lemon Law.

8 Section 2. Definitions.

9 The following words and phrases when used in this act shall  
10 have the meanings given to them in this section unless the  
11 context clearly indicates otherwise:

12 "Dealer." A person in the business of buying, selling,  
13 leasing or exchanging recreational vehicles.

14 "Department." The Department of Transportation of the  
15 Commonwealth.

16 "Manufacturer." Any person engaged in the business of  
17 constructing or assembling new and unused recreational vehicles  
18 or engaged in the business of importing new and unused  
19 recreational vehicles into the United States for the purpose of  
20 selling or distributing new and unused recreational vehicles to  
21 dealers in this Commonwealth.

22 "Manufacturer's express warranty" or "warranty." The written  
23 warranty of the manufacturer of a new recreational vehicle of  
24 its condition and fitness for use, including any terms or  
25 conditions precedent to the enforcement of obligations under the  
26 warranty.

27 "New recreational vehicle." Any new and unused recreational  
28 vehicle driven upon public roads, streets or highways, which was  
29 purchased or leased and is registered in this Commonwealth or  
30 purchased or leased elsewhere and registered for the first time

1 in this Commonwealth and is used, leased or bought for use  
2 exclusively for personal, family or household purposes,  
3 including a vehicle used by a manufacturer or dealer as a  
4 demonstrator or dealer recreational vehicle prior to its sale.

5 "Nonconformity." A defect or condition which substantially  
6 impairs the use, value or safety of a new recreational vehicle  
7 and does not conform to the manufacturer's express warranty.

8 "Purchaser." A person, or a successor or assign of the  
9 person, who obtains possession or ownership of a new  
10 recreational vehicle by lease, transfer or purchase or who  
11 enters into an agreement or contract for the lease or purchase  
12 of a new recreational vehicle which is used, leased or bought  
13 for use exclusively for personal, family or household purposes.

14 "Recreational vehicle." A motor home, pickup truck with  
15 attached camper or bus when used exclusively for personal  
16 pleasure by individuals.

#### 17 Section 3. Disclosure.

18 The Attorney General shall prepare and publish in the  
19 Pennsylvania Bulletin a statement which explains a purchaser's  
20 rights under this act. Manufacturers shall provide to each  
21 purchaser at the time of original purchase of a new recreational  
22 vehicle a written statement containing a copy of the Attorney  
23 General's statement and a listing of zone offices, with  
24 addresses and telephone numbers, which can be contacted by the  
25 purchaser for the purpose of securing the remedies provided for  
26 in this act.

#### 27 Section 4. Repair obligations.

28 (a) Repairs required.--The manufacturer of a new  
29 recreational vehicle sold or leased and registered in this  
30 Commonwealth shall repair or correct, at no cost to the

1 purchaser, a nonconformity which substantially impairs the use,  
2 value or safety of the recreational vehicle which may occur  
3 within a period of one year following the actual delivery of the  
4 vehicle to the purchaser, within the first 12,000 miles of use  
5 or during the term of the warranty, whichever may first occur.

6 (b) Delivery of vehicle.--It shall be the duty of the  
7 purchaser to deliver the nonconforming vehicle to the  
8 manufacturer's authorized service and repair facility within the  
9 Commonwealth unless, due to reasons of size and weight or method  
10 of attachment or method of installation or nature of the  
11 nonconformity, delivery cannot reasonably be accomplished.

12 Should the purchaser be unable to effect return of the  
13 nonconforming vehicle, the purchaser shall notify the  
14 manufacturer or its authorized service and repair facility.  
15 Written notice of nonconformity to the manufacturer or its  
16 authorized service and repair facility shall constitute return  
17 of the vehicle when the purchaser is unable to return the  
18 vehicle due to the nonconformity. Upon receipt of notice of  
19 nonconformity, the manufacturer shall, at its option, service or  
20 repair the vehicle at the location of nonconformity or pick up  
21 the vehicle for service and repair or arrange for transporting  
22 the vehicle to its authorized service and repair facility. All  
23 costs of transporting the vehicle when the purchaser is unable  
24 to effect return, due to nonconformity, shall be at the  
25 manufacturer's expense.

26 Section 5. Manufacturer's duty for refund or replacement.

27 If the manufacturer fails to repair or correct a  
28 nonconformity after a reasonable number of attempts, the  
29 manufacturer shall, at the option of the purchaser, replace the  
30 recreational vehicle with a comparable recreational vehicle of

1 equal value or accept return of the vehicle from the purchaser  
2 and refund to the purchaser the full purchase price or lease  
3 price, including all collateral charges, less a reasonable  
4 allowance for the purchaser's use of the vehicle not exceeding  
5 10¢ per mile driven or 10% of the purchase price or lease price  
6 of the vehicle, whichever is less. Refunds shall be made to the  
7 purchaser and lienholder, if any, as their interests may appear.  
8 A reasonable allowance for use shall be that amount directly  
9 attributable to use by the purchaser prior to the first report  
10 of the nonconformity to the manufacturer. In the event the  
11 consumer elects a refund, payment shall be made within 30 days  
12 of such election. A consumer shall not be entitled to a refund  
13 or replacement if the nonconformity does not substantially  
14 impair the use, value or safety of the vehicle or the  
15 nonconformity is the result of abuse, neglect or modification or  
16 alteration of the recreational vehicle by the purchaser.

17 Section 6. Presumption of reasonable number of attempts.

18 It shall be presumed that a reasonable number of attempts  
19 have been undertaken to repair or correct a nonconformity if:

20 (1) the same nonconformity has been subject to repair  
21 three times by the manufacturer, its agents or authorized  
22 dealers and the nonconformity still exists; or

23 (2) the recreational vehicle is out-of-service by reason  
24 of any nonconformity for a cumulative total of 30 or more  
25 calendar days.

26 Section 7. Itemized statement required.

27 The manufacturer or dealer shall provide to the purchaser  
28 each time the purchaser's vehicle is returned from being  
29 serviced or repaired a fully itemized statement indicating all  
30 work performed on the recreational vehicle, including, but not

1 limited to, parts and labor. It shall be the duty of a dealer to  
2 notify the manufacturer of the existence of a nonconformity  
3 within seven days of the delivery by a purchaser of a vehicle  
4 subject to a nonconformity when it is delivered to the same  
5 dealer for the second time for repair of the same nonconformity.  
6 The notification shall be by certified mail, return receipt  
7 requested.

8 Section 8. Civil cause of action.

9 Any purchaser of a new recreational vehicle who suffers any  
10 loss due to nonconformity of the vehicle as a result of the  
11 manufacturer's failure to comply with this act may bring a civil  
12 action in a court of common pleas and, in addition to other  
13 relief, shall be entitled to recover reasonable attorney fees  
14 and all court costs.

15 Section 9. Informal dispute settlement procedure.

16 If the manufacturer has established an informal dispute  
17 settlement procedure which complies with 16 CFR Pt. 703  
18 (relating to informal dispute settlement procedures), section 8  
19 (relating to civil cause of action) shall not apply to any  
20 purchaser who has not first resorted to such procedure as it  
21 relates to a remedy for defects or conditions affecting the  
22 substantial use, value or safety of the vehicle. The informal  
23 dispute settlement procedure shall not be binding on the  
24 purchaser, and, in lieu of such settlement, the purchaser may  
25 pursue a remedy under section 8.

26 Section 10. Resale of returned recreational vehicle.

27 (a) Prohibition.--If a recreational vehicle has been  
28 repurchased under this act or a similar statute of another  
29 state, it may not be resold, transferred or leased in this  
30 Commonwealth unless:

1           (1) The manufacturer provides the same express warranty  
2           it provided to the original purchaser, except that the term  
3           of the warranty need only last for 12,000 miles or 12 months  
4           after the date of resale, transfer or lease, whichever is  
5           earlier.

6           (2) The manufacturer provides the purchaser, lessee or  
7           transferee with a written statement on a separate piece of  
8           paper, in ten-point all capital type, in substantially the  
9           following form:

10           IMPORTANT: THIS VEHICLE WAS REPURCHASED BY THE  
11           MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE  
12           MANUFACTURER'S EXPRESS WARRANTY, AND THE NONCONFORMITY  
13           WAS NOT CURED WITHIN A REASONABLE TIME AS PROVIDED BY  
14           PENNSYLVANIA LAW.

15           (3) The dealer, lessor or transferor clearly and  
16           conspicuously discloses the manufacturer's written  
17           notification prior to the resale or lease of the repurchased  
18           vehicle.

19           (4) The dealer, lessor or transferor obtains a signed  
20           receipt certifying in a conspicuous and understandable manner  
21           that the written statement required under this subsection has  
22           been provided. Access to the receipt shall be maintained for  
23           four years. The Attorney General shall approve the form and  
24           content of the disclosure statement supplied by the  
25           manufacturer.

26           (5) The manufacturer, dealer, lessor or transferor  
27           applies for and receives the designation of a branded title  
28           from the department.

29           (6) The department shall update its records and issue a  
30           title with a designation indicating that the vehicle was

1 repurchased under this act. The department shall forward to  
2 subsequent purchasers or lienholders, in accordance with 75  
3 Pa.C.S. §§ 1107 (relating to delivery of certificate of  
4 title) and 1132.1 (relating to perfection of security  
5 interest in a vehicle), a certificate of title which  
6 indicates that the vehicle was branded under this act. The  
7 department shall determine the exact form and content of the  
8 title brand.

9 This section applies to the resold, transferred or leased  
10 vehicle for the full term of the warranty required under this  
11 subsection. Failure of the manufacturer, dealer, lessor or  
12 transferor to notify its immediate purchaser of the requirements  
13 of this section subjects the manufacturer, dealer, lessor or  
14 transferor to pay to the Commonwealth a civil penalty of \$2,000  
15 per violation and, at the option of the purchaser, to replace  
16 the vehicle with a comparable vehicle of equal value or accept  
17 return of the vehicle from the purchaser and refund to the  
18 purchaser the full purchase price, including all collateral  
19 charges, less a reasonable allowance for the purchaser's use of  
20 the vehicle not exceeding 10¢ per mile driven or 10% of the  
21 purchase price of the vehicle, whichever is less.

22 (b) Returned vehicles not to be resold.--Notwithstanding the  
23 provisions of subsection (a), if a new recreational vehicle has  
24 been returned under this act or a similar statute of another  
25 state because of a nonconformity resulting in a complete failure  
26 of the braking or steering system of the vehicle likely to cause  
27 death or serious bodily injury if the vehicle was driven, the  
28 vehicle may not be resold in this Commonwealth.

29 (c) Agreement waiving, limiting or disclaiming rights.--Any  
30 agreement entered into by a purchaser that waives, limits or



1 disclaims the rights set forth in this act is void as contrary  
2 to public policy. Where applicable, the rights set forth in this  
3 act shall extend to a subsequent purchaser, lessee or transferee  
4 of the recreational vehicle.

5 Section 11. Application of unfair trade act.

6 A violation of this act is a violation of the act of December  
7 17, 1968 (P.L.1224, No.387), known as the Unfair Trade Practices  
8 and Consumer Protection Law.

9 Section 12. Rights preserved.

10 Nothing in this act shall limit the purchaser from pursuing  
11 any other rights or remedies under any other law, contract or  
12 warranty.

13 Section 13. Nonwaiver of act.

14 The provisions of this act shall not be waived.

15 Section 14. Applicability.

16 This act shall apply to new recreational vehicles purchased  
17 after the effective date of this act.

18 Section 15. Effective date.

19 This act shall take effect in 60 days.