

## THE GENERAL ASSEMBLY OF PENNSYLVANIA

# HOUSE BILL

## No. 1405

Session of  
1983

INTRODUCED BY LAUGHLIN, KUKOVICH, MANDERINO, F. E. TAYLOR,  
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SEPTEMBER 19, 1983

AS REPORTED FROM COMMITTEE ON CONSUMER AFFAIRS, HOUSE OF  
REPRESENTATIVES, AS AMENDED, OCTOBER 4, 1983

## AN ACT

1 Relating to the rights of purchasers of defective new motor  
2 vehicles.

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 Automobile  
7 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" or "motor vehicle dealer." A person in the business  
13 of buying, selling or exchanging vehicles.

14 "Manufacturer." Any person engaged in the business of  
15 constructing or assembling new and unused motor vehicles or  
16 engaged in the business of importing new and unused motor

1 vehicles into the United States for the purpose of selling or  
2 distributing new and unused motor vehicles to motor vehicle  
3 dealers in this Commonwealth.

4 "Manufacturer's express warranty" or "warranty." The written  
5 warranty of the manufacturer of a new automobile of its  
6 condition and fitness for use, including any terms or conditions  
7 precedent to the enforcement of obligations under the warranty.

8 "New motor vehicle." Any new and unused self-propelled,  
9 motorized conveyance driven upon public roads, streets or  
10 highways which is designed to transport not more than 15  
11 persons, which was purchased and is registered in the  
12 Commonwealth and is used or bought for use primarily for  
13 personal, family or household purposes, ~~but~~ INCLUDING A VEHICLE <—  
14 USED BY A MANUFACTURER OR DEALER AS A DEMONSTRATOR OR DEALER CAR  
15 PRIOR TO ITS SALE. THE TERM does not include motorcycles, motor  
16 homes or off-road vehicles.

17 "Nonconformity." A defect or condition which substantially  
18 impairs the use, value or safety of a vehicle and does not  
19 conform to the manufacturer's express warranty.

20 "Purchaser." A person or his successors or assigns who has  
21 obtained ownership of a motor vehicle by transfer or purchase or  
22 who has entered into an agreement or contract for the purchase  
23 of a motor vehicle which is used or bought for use primarily for  
24 personal, family or household purposes.

25 Section 3. Disclosure.

26 ~~Manufacturers shall provide to each purchaser at the time of~~ <—  
27 ~~original purchase of a new motor vehicle a written statement~~  
28 ~~explaining a purchaser's rights under this law. The statement~~  
29 ~~shall include a list of all authorized service and repair~~  
30 ~~facilities within the Commonwealth.~~

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1 THE ATTORNEY GENERAL SHALL PREPARE AND PUBLISH IN THE  
2 PENNSYLVANIA BULLETIN A STATEMENT WHICH EXPLAINS A PURCHASER'S  
3 RIGHTS UNDER THIS LAW. MANUFACTURERS SHALL PROVIDE TO EACH  
4 PURCHASER AT THE TIME OF ORIGINAL PURCHASE OF A NEW MOTOR  
5 VEHICLE A WRITTEN STATEMENT CONTAINING A COPY OF THE ATTORNEY  
6 GENERAL'S STATEMENT AND A LISTING OF ZONE OFFICES, WITH  
7 ADDRESSES AND PHONE NUMBERS, WHICH CAN BE CONTACTED BY THE  
8 PURCHASER FOR THE PURPOSE OF SECURING THE REMEDIES PROVIDED FOR  
9 IN THIS ACT.

10 Section 4. Repair obligations.

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11 (a) Repairs required.--The manufacturer of a new motor  
12 vehicle sold ~~or~~ AND registered in the Commonwealth shall repair  
13 or correct, at no cost to the purchaser, a nonconformity which  
14 substantially impairs the use, value or safety of said motor  
15 vehicle which may occur within a period of one year following  
16 the actual delivery of the vehicle to the purchaser, within the  
17 first 12,000 miles of use, or during the term of the warranty,  
18 whichever may first occur.

19 (b) Delivery of vehicle.--It shall be the duty of the  
20 purchaser to deliver the nonconforming vehicle to the  
21 manufacturer's authorized service and repair facility within the  
22 Commonwealth, unless, due to reasons of size and weight or  
23 method of attachment or method of installation or nature of the  
24 nonconformity, such delivery cannot reasonably be accomplished.  
25 Should the purchaser be unable to effect return of the  
26 nonconforming vehicle, he shall notify the manufacturer or its  
27 ~~nearest~~ authorized service and repair facility. Written notice  
28 of nonconformity to the manufacturer or its authorized service  
29 and repair facility shall constitute return of the vehicle when  
30 purchaser is unable to return the vehicle due to the

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1 nonconformity. Upon receipt of such notice of nonconformity the  
2 manufacturer shall, at its option, service or repair the vehicle  
3 at the location of nonconformity, or pick up the vehicle for  
4 service and repair or arrange for transporting the vehicle to  
5 its authorized service and repair facility. All costs of  
6 transporting the vehicle when purchaser is unable to effect  
7 return, due to nonconformity, shall be at the manufacturer's  
8 expense.

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

10 If the manufacturer fails to repair or correct a  
11 nonconformity after A reasonable number of attempts, the <—  
12 manufacturer shall, at the option of the purchaser, replace the  
13 motor vehicle with a new motor vehicle of equal value or accept  
14 return of the vehicle from the purchaser and refund to the  
15 purchaser the full purchase price, including all collateral  
16 charges, less a reasonable allowance for the purchaser's use of  
17 the vehicle. Refunds shall be made to the purchaser and  
18 lienholder, if any, as their interests may appear. A reasonable  
19 allowance for use shall be that amount directly attributable to  
20 use by the purchaser prior to his first report of the  
21 nonconformity to the manufacturer. In the event the consumer  
22 elects a refund, payment shall be made within 30 days of such  
23 election. A CONSUMER SHALL NOT BE ENTITLED TO A REFUND OR <—  
24 REPLACEMENT IF THE NONCONFORMITY DOES NOT SUBSTANTIALLY IMPAIR  
25 THE USE, VALUE, OR SAFETY OF THE VEHICLE OR THE NONCONFORMITY IS  
26 THE RESULT OF ABUSE, NEGLIGENCE OR MODIFICATION OR ALTERATION OF  
27 THE MOTOR VEHICLE BY THE PURCHASER.

28 Section 6. Presumption of a reasonable number of attempts.

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

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

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

Section 7. Itemized statement required.

The manufacturer OR DEALER shall provide to the purchaser each time the purchaser's vehicle is returned from being serviced or repaired a fully itemized statement indicating all work performed on said vehicle including, but not limited to, parts and labor. IT SHALL BE THE DUTY OF A DEALER TO NOTIFY THE MANUFACTURER OF THE EXISTENCE OF A NONCONFORMITY WITHIN SEVEN DAYS OF THE DELIVERY BY A PURCHASER OF A VEHICLE SUBJECT TO A NONCONFORMITY. THE NOTIFICATION SHALL BE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

Section 8. Civil cause of action.

Any purchaser of a motor vehicle who suffers any loss due to nonconformity of such vehicle as a result of the manufacturer's failure to comply with this act may bring a civil action in a court of common pleas and, in addition to other relief, shall be entitled to recover reasonable attorneys' fees and all court costs.

Section 9. Informal dispute settlement procedure.

If the manufacturer has established an informal dispute settlement procedure which complies with the provisions of 16 CFR Pt. 703, as from time to time amended, the provisions of section 8 (relating to civil cause of action) shall not apply to any purchaser who has not first resorted to such procedure as it relates to a remedy for defects or conditions affecting the

1 substantial use, value or safety of the vehicle. The informal  
2 dispute settlement procedure shall not be binding on the  
3 purchaser and, in lieu of such settlement, the purchaser may  
4 pursue a remedy under section 8.

5 Section 10. Application of unfair trade act.

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

9 Section 11. 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 12. Nonwaiver of act.

14 The provisions of this act shall not be waived.

15 Section 13. Effective date.

16 This act shall take effect ~~in 60 days~~ IMMEDIATELY AND SHALL  
17 APPLY TO VEHICLES PURCHASED AFTER THE EFFECTIVE DATE OF THIS  
18 ACT.

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