

## THE GENERAL ASSEMBLY OF PENNSYLVANIA

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# HOUSE BILL

## No. 1405

Session of  
1983

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

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AS AMENDED ON THIRD CONSIDERATION, HOUSE OF REPRESENTATIVES,  
OCTOBER 24, 1983

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## 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, including a vehicle used  
14 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 new motor vehicle and does  
19 not conform to the manufacturer's express warranty.

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

### 25 Section 3. Disclosure.

26 The Attorney General shall prepare and publish in the  
27 Pennsylvania Bulletin a statement which explains a purchaser's  
28 rights under this law. Manufacturers shall provide to each  
29 purchaser at the time of original purchase of a new motor  
30 vehicle a written statement containing a copy of the Attorney

1 General's statement and a listing of zone offices, with  
2 addresses and phone numbers, which can be contacted by the  
3 purchaser for the purpose of securing the remedies provided for  
4 in this act.

5 Section 4. Repair obligations.

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

14 (b) Delivery of vehicle.--It shall be the duty of the  
15 purchaser to deliver the nonconforming vehicle to the  
16 manufacturer's authorized service and repair facility within the  
17 Commonwealth, unless, due to reasons of size and weight or  
18 method of attachment or method of installation or nature of the  
19 nonconformity, such delivery cannot reasonably be accomplished.  
20 Should the purchaser be unable to effect return of the  
21 nonconforming vehicle, he shall notify the manufacturer or its  
22 authorized service and repair facility. Written notice of  
23 nonconformity to the manufacturer or its authorized service and  
24 repair facility shall constitute return of the vehicle when  
25 purchaser is unable to return the vehicle due to the  
26 nonconformity. Upon receipt of such notice of nonconformity the  
27 manufacturer shall, at its option, service or repair the vehicle  
28 at the location of nonconformity, or pick up the vehicle for  
29 service and repair or arrange for transporting the vehicle to  
30 its authorized service and repair facility. All costs of

1 transporting the vehicle when purchaser is unable to effect  
2 return, due to nonconformity, shall be at the manufacturer's  
3 expense.

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

5 (a) Return of automobile.--If the manufacturer fails to  
6 repair or correct a nonconformity after a reasonable number of  
7 attempts, the manufacturer shall, at the option of the  
8 purchaser, replace the motor vehicle with a new motor vehicle of  
9 equal value or accept return of the vehicle from the purchaser  
10 and refund to the purchaser the full purchase price, including  
11 all collateral charges, less a reasonable allowance for the  
12 purchaser's use of the vehicle. Refunds shall be made to the  
13 purchaser and lienholder, if any, as their interests may appear.  
14 A reasonable allowance for use shall be that amount directly  
15 attributable to use by the purchaser prior to his first report  
16 of the nonconformity to the manufacturer. In the event the  
17 consumer elects a refund, payment shall be made within 30 days  
18 of such election. A consumer shall not be entitled to a refund  
19 or replacement if the nonconformity does not substantially  
20 impair the use, value, or safety of the vehicle or the  
21 nonconformity is the result of abuse, neglect or modification or  
22 alteration of the motor vehicle by the purchaser.

23 (b) Notation on title.--When an automobile is returned to  
24 the manufacturer under subsection (a), a notation shall be  
25 placed on the title of the automobile which states: "This  
26 automobile was returned to the manufacturer under this section  
27 of the Automobile Purchasers' Protection Act."

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

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

7 Section 7. Itemized statement required.

8       The manufacturer or dealer shall provide to the purchaser  
9       each time the purchaser's vehicle is returned from being  
10      serviced or repaired a fully itemized statement indicating all  
11      work performed on said vehicle including, but not limited to,  
12      parts and labor. It shall be the duty of a dealer to notify the  
13      manufacturer of the existence of a nonconformity within seven  
14      days of the delivery by a purchaser of a vehicle subject to a  
15      nonconformity. The notification shall be by certified mail,  
16      return receipt requested.

17 Section 8. Civil cause of action.

18      Any purchaser of a new motor vehicle who suffers any loss due  
19      to nonconformity of such vehicle as a result of the  
20      manufacturer's failure to comply with this act may bring a civil  
21      action in a court of common pleas and, in addition to other  
22      relief, shall be entitled to recover REASONABLE ATTORNEYS' FEES <—  
23      AND all court costs.

24 Section 9. Informal dispute settlement procedure.

25      If the manufacturer has established an informal dispute  
26      settlement procedure which complies with the provisions of 16  
27      CFR Pt. 703, as from time to time amended, the provisions of  
28      section 8 (relating to civil cause of action) shall not apply to  
29      any purchaser who has not first resorted to such procedure as it  
30      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 and shall apply to new  
17 motor vehicles purchased after the effective date of this act.