

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1405

Session of
1983

INTRODUCED BY LAUGHLIN, KUKOVICH, MANDERINO, F. E. TAYLOR,
BURNS, GEORGE, STUBAN, WAMBACH, DOMBROWSKI, FEE, MISCEVICH,
PRATT, ALDERETTE, FREEMAN, STEIGHNER, JAROLIN, McHALE,
AFFLERBACH, WOZNIAK, VAN HORNE AND DeLUCA, SEPTEMBER 19, 1983

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, SEPTEMBER 19, 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
17 vehicles into the United States for the purpose of selling or

1 distributing new and unused motor vehicles to motor vehicle
2 dealers in this Commonwealth.

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

7 "New motor vehicle." Any new and unused self-propelled,
8 motorized conveyance driven upon public roads, streets or
9 highways which is designed to transport not more than 15
10 persons, which was purchased and is registered in the
11 Commonwealth and is used or bought for use primarily for
12 personal, family or household purposes, but does not include
13 motorcycles, motor homes or off-road vehicles.

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

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

22 Section 3. Disclosure.

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

28 Section 4. Repair obligations.

29 (a) Repairs required.--The manufacturer of a new motor
30 vehicle sold or registered in the Commonwealth shall repair or

1 correct, at no cost to the purchaser, a nonconformity which
2 substantially impairs the use, value or safety of said motor
3 vehicle which may occur within a period of one year following
4 the actual delivery of the vehicle to the purchaser, within the
5 first 12,000 miles of use, or during the term of the warranty,
6 whichever may first occur.

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

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

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

1 motor vehicle with a new motor vehicle of equal value or accept
2 return of the vehicle from the purchaser and refund to the
3 purchaser the full purchase price, including all collateral
4 charges, less a reasonable allowance for the purchaser's use of
5 the vehicle. Refunds shall be made to the purchaser and
6 lienholder, if any, as their interests may appear. A reasonable
7 allowance for use shall be that amount directly attributable to
8 use by the purchaser prior to his first report of the
9 nonconformity to the manufacturer. In the event the consumer
10 elects a refund, payment shall be made within 30 days of such
11 election.

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

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

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

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

21 Section 7. Itemized statement required.

22 The manufacturer shall provide to the purchaser each time the
23 purchaser's vehicle is returned from being serviced or repaired
24 a fully itemized statement indicating all work performed on said
25 vehicle including, but not limited to, parts and labor.

26 Section 8. Civil cause of action.

27 Any purchaser of a motor vehicle who suffers any loss due to
28 nonconformity of such vehicle as a result of the manufacturer's
29 failure to comply with this act may bring a civil action in a
30 court of common pleas and, in addition to other relief, shall be

1 entitled to recover reasonable attorneys' fees and all court
2 costs.

3 Section 9. Informal dispute settlement procedure.

4 If the manufacturer has established an informal dispute
5 settlement procedure which complies with the provisions of 16
6 CFR Pt. 703, as from time to time amended, the provisions of
7 section 8 (relating to civil cause of action) shall not apply to
8 any purchaser who has not first resorted to such procedure as it
9 relates to a remedy for defects or conditions affecting the
10 substantial use, value or safety of the vehicle. The informal
11 dispute settlement procedure shall not be binding on the
12 purchaser and, in lieu of such settlement, the purchaser may
13 pursue a remedy under section 8.

14 Section 10. Application of unfair trade act.

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

18 Section 11. Rights preserved.

19 Nothing in this act shall limit the purchaser from pursuing
20 any other rights or remedies under any other law, contract or
21 warranty.

22 Section 12. Nonwaiver of act.

23 The provisions of this act shall not be waived.

24 Section 13. Effective date.

25 This act shall take effect in 60 days.