

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1549 Session of 2015

INTRODUCED BY DUSH, D. COSTA, DRISCOLL, HELM, KINSEY, LAWRENCE,  
McNEILL, MILLARD, MURT, THOMAS AND COHEN, SEPTEMBER 29, 2015

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, SEPTEMBER 29, 2015

AN ACT

1 Amending the act of March 28, 1984 (P.L.150, No.28), entitled,  
2 as amended, "An act relating to the rights of purchasers and  
3 lessees of defective new motor vehicles," further providing  
4 for repair obligations and for manufacturer's duty for refund  
5 or replacement.

6 The General Assembly of the Commonwealth of Pennsylvania  
7 hereby enacts as follows:

8 Section 1. Sections 4 and 5 of the act of March 28, 1984  
9 (P.L.150, No.28), known as the Automobile Lemon Law, amended  
10 December 13, 2001 (P.L.868, No.94), are amended to read:

11 Section 4. Repair obligations.

12 (a) Repairs required.--[The] Except as provided under  
13 subsection (a.1), the manufacturer of a new motor vehicle sold  
14 or leased and registered in the Commonwealth shall repair or  
15 correct, at no cost to the purchaser, a nonconformity which  
16 substantially impairs the use, value or safety of said motor  
17 vehicle which may occur within a period of [one year] two years  
18 following the actual delivery of the vehicle to the purchaser,  
19 within the first [12,000] 24,000 miles of use or during the term

1 of the warranty, whichever may first occur.

2 (a.1) Expiration of warranty.--If a nonconformity which  
3 substantially impairs the use, value or safety of a motor  
4 vehicle is not properly repaired or corrected by the time the  
5 original manufacturer's warranty expires, the manufacturer must  
6 repair the nonconformity until the nonconformity is fully  
7 corrected at no cost to the purchaser.

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

28 (c) Loaner vehicle.--A manufacturer, a manufacturer's agent  
29 or a manufacturer's authorized dealer must, within 24 hours of  
30 notification of a nonconformity and while the owner's vehicle is

1 with the manufacturer, the manufacturer's agent or the  
2 manufacturer's authorized dealer for repair, lend a motor  
3 vehicle to the purchaser at no charge.

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

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

26 Section 2. This act shall take effect in 60 days.