

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 26 Session of 2019

INTRODUCED BY SNYDER, SCHLOSSBERG, PETRARCA, EVERETT, BERNSTINE, STURLA, READSHAW, BARRAR, FREEMAN, MURT, McNEILL, IRVIN, MACKENZIE, CIRESI, OTTEN, ZIMMERMAN, HILL-EVANS, MULLERY, CALTAGIRONE, McCLINTON, GILLEN AND MATZIE, JANUARY 28, 2019

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, JANUARY 28, 2019

AN ACT

1 Amending the act of March 28, 1984 (P.L.150, No.28), entitled
 2 "An act relating to the rights of purchasers and lessees of
 3 defective new motor vehicles," further providing for
 4 definitions, for manufacturer's duty for refund or
 5 replacement and for presumption of a reasonable number of
 6 attempts.

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

9 Section 1. The definition of "new motor vehicle" in section
 10 2 of the act of March 28, 1984 (P.L.150, No.28), known as the
 11 Automobile Lemon Law, is amended and the section is amended by
 12 adding a definition to read:

13 Section 2. Definitions.

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

17 * * *

18 "Motorcycle." As defined in 75 Pa.C.S. § 102 (relating to
 19 definitions).

1 "New motor vehicle." Any new and unused self-propelled,
2 motorized conveyance driven upon public roads, streets or
3 highways which is designed to transport not more than 15
4 persons, which was purchased or leased and is registered in the
5 Commonwealth or purchased or leased elsewhere and registered for
6 the first time in the Commonwealth and is used, leased or bought
7 for use primarily for personal, family or household purposes,
8 including a vehicle used by a manufacturer or dealer as a
9 demonstrator or dealer car prior to its sale. The term includes
10 motorcycles and does not include [motorcycles,] motor homes or
11 off-road vehicles.

12 * * *

13 Section 2. Section 5 of the act is amended to read:

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

15 If the manufacturer fails to repair or correct a
16 nonconformity after a reasonable number of attempts, the
17 manufacturer shall, at the option of the purchaser, replace the
18 motor vehicle with a comparable motor vehicle of equal value or
19 accept return of the vehicle from the purchaser and refund to
20 the purchaser the full purchase price or lease price, including
21 all collateral charges, less a reasonable allowance for the
22 purchaser's use of the vehicle not exceeding 10¢ per mile driven
23 or 10% of the purchase price or lease price of the vehicle,
24 whichever is less. Refunds shall be made to the purchaser and
25 lienholder, if any, as their interests may appear. A reasonable
26 allowance for use shall be that amount directly attributable to
27 use by the purchaser prior to his first report of the
28 nonconformity to the manufacturer. In the event the consumer
29 elects a refund, payment shall be made within 30 days of such
30 election. A consumer shall not be entitled to a refund or

1 replacement if the nonconformity does not substantially impair
2 the use, value or safety of the vehicle or the nonconformity is
3 the result of abuse, neglect or modification or alteration of
4 the motor vehicle by the purchaser. For purposes of this
5 section, the phrase "modification or alteration by the
6 purchaser" shall include, in relation to a motorcycle, a
7 modification or alteration made after the date of actual
8 delivery of the motorcycle to the purchaser.

9 Section 3. Section 6(b) of the act is amended by adding a
10 paragraph and the section is amended by adding a subsection to
11 read:

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

13 * * *

14 (b) Time period extension.--

15 * * *

16 (4) The minimum number of calendar days provided under
17 subsection (a) (2) shall not apply to the period during which
18 a motorcycle is being stored at a manufacturer's authorized
19 service and repair facility, either as a courtesy to the
20 purchaser or for compensation, even if repairs to correct a
21 nonconformity are made during the storage period. This
22 paragraph shall apply if the purchaser waives the minimum
23 calendar day period in writing or enters into a contract for
24 storage of the motorcycle. A waiver under this paragraph
25 shall contain the signature of the purchaser and a
26 representative of the manufacturer's authorized service and
27 repair facility.

28 (c) Applicability.--Subsections (a) and (b) shall only apply
29 to a motorcycle if all attempts to correct a nonconformity are
30 made by the same manufacturer's authorized service and repair

1 facility or if the purchaser provides a complete set of repair
2 records, related to the nonconformity, to a manufacturer's
3 authorized service and repair facility that has not previously
4 attempted to repair the nonconformity.

5 Section 4. This act shall take effect in 60 days.