
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2960 Session of
2020

INTRODUCED BY HANBIDGE, PETRARCA, KINSEY, WEBSTER, McNEILL,
SCHLOSSBERG, MILLARD, YOUNGBLOOD, FREEMAN, VITALI, MULLERY,
HILL-EVANS, CIRESI, EVERETT, ROEBUCK AND OTTEN,
NOVEMBER 5, 2020

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, NOVEMBER 5, 2020

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 disclosure, for repair obligations, for
5 manufacturer's duty for refund or replacement, for
6 presumption of a reasonable number of attempts, for civil
7 cause of action and for resale of returned motor vehicle.

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

10 Section 1. Sections 2, 3, 4(a), 5, 6(b)(3), 8 and 10 of the
11 act of March 28, 1984 (P.L.150, No.28), known as the Automobile
12 Lemon Law, are amended 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 "Dealer" or "motor vehicle dealer." A person in the business
18 of buying, selling, leasing or exchanging motor vehicles or
19 recreational vehicles.

1 "Department." The Department of Transportation of the
2 Commonwealth.

3 "House coach." A motor vehicle with an enclosed area that is
4 designed, constructed or equipped for use, either permanently or
5 temporarily, as a mobile dwelling place, sleeping place or
6 camping accommodation. A house coach includes:

7 (1) a motor home;

8 (2) a slide-in cabin;

9 (3) a sleeping unit specifically designed for mounting
10 on a pickup truck; and

11 (4) a sleeping cabin designed for use on trucks and
12 truck tractors operated for heavy-duty, long-distance
13 hauling.

14 "House trailer." Any of the following:

15 (1) A trailer that is designed, constructed and equipped
16 for use, either permanently or temporarily, as a mobile
17 dwelling place or sleeping place and is equipped for use as a
18 conveyance on streets and highways.

19 (2) A trailer containing a chassis and exterior shell
20 designed and constructed for use as a house trailer, as
21 defined in paragraph (1), but which is used permanently or
22 temporarily for advertising, sales, display or promotion of
23 merchandise or services or for any other commercial purpose
24 except the transportation of property.

25 "Manufacturer." Any person engaged in the business of
26 constructing or assembling new and unused motor vehicles or
27 recreational vehicles or engaged in the business of importing
28 new and unused motor vehicles or recreational vehicles into the
29 United States for the purpose of selling or distributing new and
30 unused motor vehicles or recreational vehicles to motor vehicle

1 dealers in this Commonwealth.

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

7 "Motor home." A motor vehicle designed or adapted for use as
8 a mobile dwelling place or office, except a motor vehicle
9 equipped with a truck-camper.

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

20 "Nonconformity." A defect or condition which substantially
21 impairs the use, value or safety of a new motor vehicle and does
22 not conform to the manufacturer's express warranty.

23 "Purchaser." A person, or his successors or assigns, who has
24 obtained possession or ownership of a new motor vehicle or
25 recreational vehicle by lease, transfer or purchase or who has
26 entered into an agreement or contract for the lease or purchase
27 of a new motor vehicle or recreational vehicle which is used,
28 leased or bought for use primarily for personal, family or
29 household purposes.

30 "Recreational trailer." A trailer designed or adapted to

1 provide temporary living quarters for noncommercial
2 recreational, camping or travel use.

3 "Recreational vehicle." Any new and unused self-propelled
4 motorized conveyance or vehicle to be towed by a motor vehicle
5 that is purchased or leased for the first time in this
6 Commonwealth and that is registered in this Commonwealth if
7 required by the Department of Transportation. This term
8 includes, but is not limited to:

- 9 (1) a house coach;
10 (2) a house trailer;
11 (3) a motor home;
12 (4) a recreational trailer; or
13 (5) a truck-camper.

14 "Truck camper." A structure designed, used or maintained
15 primarily to be loaded or affixed to a motor vehicle to provide
16 a mobile dwelling , sleeping place, office or commercial space.

17 Section 3. Disclosure.

18 The Attorney General shall prepare and publish in the
19 Pennsylvania Bulletin a statement which explains a purchaser's
20 rights under this law. Manufacturers shall provide to each
21 purchaser at the time of original purchase of a new motor
22 vehicle or recreational vehicle a written statement containing a
23 copy of the Attorney General's statement and a listing of zone
24 offices, with addresses and phone numbers, which can be
25 contacted by the purchaser for the purpose of securing the
26 remedies provided for in this act.

27 Section 4. Repair obligations.

28 (a) Repairs required.--The manufacturer of a new motor
29 vehicle or recreational vehicle sold or leased and registered in
30 the Commonwealth shall repair or correct, at no cost to the

1 purchaser, a nonconformity which substantially impairs the use,
2 value or safety of said motor vehicle or recreational vehicle
3 which may occur within a period of one year following the actual
4 delivery of the vehicle to the purchaser, within the first
5 12,000 miles of use or during the term of the warranty,
6 whichever may first occur.

7 * * *

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

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

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

1 * * *

2 (b) Time period extension.--

3 * * *

4 (3) Paragraphs (1) and (2) shall apply only if the
5 manufacturer, its agent or authorized dealer lends a motor
6 vehicle or recreational vehicle to the owner at no charge
7 during the period of time under paragraphs (1) and (2),
8 respectively, that the owner's vehicle is with the
9 manufacturer, its agent or authorized dealer for repair.

10 Section 8. Civil cause of action.

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

17 Section 10. Resale of returned motor vehicle or recreational
18 vehicle.

19 (a) Vehicles may not be resold, transferred or leased at
20 retail or wholesale.--If a motor vehicle or recreational vehicle
21 has been repurchased under the provisions of this act or a
22 similar statute of another state, it may not be resold,
23 transferred or leased in this State unless:

24 (1) The manufacturer provides the same express warranty
25 it provided to the original purchaser, except that the term
26 of the warranty need only last for 12,000 miles or 12 months
27 after the date of resale, transfer or lease, whichever is
28 earlier.

29 (2) The manufacturer provides the purchaser, lessee or
30 transferee with a written statement on a separate piece of

1 paper, in ten point all capital type, in substantially the
2 following form:

3 "IMPORTANT: THIS VEHICLE WAS REPURCHASED BY THE
4 MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE
5 MANUFACTURER'S EXPRESS WARRANTY AND THE NONCONFORMITY WAS
6 NOT CURED WITHIN A REASONABLE TIME AS PROVIDED BY
7 PENNSYLVANIA LAW."

8 (3) The motor vehicle or recreational vehicle dealer,
9 lessor or transferor clearly and conspicuously discloses the
10 manufacturer's written notification prior to the resale or
11 lease of the repurchased motor vehicle or recreational
12 vehicle.

13 (4) The motor vehicle or recreational vehicle dealer,
14 lessor or transferor obtains a signed receipt certifying in a
15 conspicuous and understandable manner that the written
16 statement required under this subsection has been provided.
17 Access to the receipt shall be maintained for four years. The
18 Attorney General shall approve the form and content of the
19 disclosure statement supplied by the manufacturer.

20 (5) The manufacturer, dealer, lessor or transferor
21 applies for and receives the designation of a branded title
22 from the department.

23 (6) The department shall update its records and issue a
24 title with a designation indicating that the motor vehicle or
25 recreational vehicle was repurchased under the provisions of
26 this act. The department shall forward to subsequent
27 purchasers or lienholders, in accordance with 75 Pa.C.S. §§
28 1107 (relating to delivery of certificate of title) and
29 1132.1 (relating to perfection of security interest in a
30 vehicle), a certificate of title which indicates that the

1 vehicle was branded under the provisions of this act. The
2 department shall determine the exact form and content of the
3 title brand.

4 The provisions of this section apply to the resold, transferred
5 or leased motor vehicle or recreational vehicle for the full
6 term of the warranty required under this subsection. Failure of
7 the manufacturer, dealer, lessor or transferor to notify its
8 immediate purchaser of the requirements of this section subjects
9 the manufacturer, dealer, lessor or transferor to pay to the
10 Commonwealth a civil penalty of \$2,000 per violation and, at the
11 option of the purchaser, to replace the motor vehicle or
12 recreational vehicle with a comparable motor vehicle or
13 recreational vehicle of equal value or accept return of the
14 vehicle from the purchaser and refund to the purchaser the full
15 purchase price, including all collateral charges, less a
16 reasonable allowance for the purchaser's use of the vehicle not
17 exceeding 10¢ per mile driven or 10% of the purchase price of
18 the vehicle, whichever is less.

19 (b) Returned vehicles not to be resold.--Notwithstanding the
20 provisions of subsection (a), if a new motor vehicle or
21 recreational vehicle has been returned under the provisions of
22 this act or a similar statute of another state because of a
23 nonconformity resulting in a complete failure of the braking or
24 steering system of the motor vehicle or recreational vehicle
25 likely to cause death or serious bodily injury if the vehicle
26 was driven, the motor vehicle or recreational vehicle may not be
27 resold in this Commonwealth.

28 (c) Agreement waiving, limiting or disclaiming rights.--Any
29 agreement entered into by a purchaser that waives, limits or
30 disclaims the rights set forth in this act is void as contrary

1 to public policy. Where applicable, the rights set forth in this
2 act shall extend to a subsequent purchaser, lessee or transferee
3 of the motor vehicle or recreational vehicle.

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