
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 533 Session of
2019

INTRODUCED BY STEFANO, BROWNE, BREWSTER AND BARTOLOTTA,
APRIL 5, 2019

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
APRIL 5, 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 title,
4 for short title, for definitions, for disclosure, for repair
5 obligations, for manufacturer's duty for refund or
6 replacement, for presumption of a reasonable number of
7 attempts, for itemized statement required, for civil cause of
8 action, for informal dispute settlement procedure and for
9 resale of returned motor vehicle.

10 The General Assembly of the Commonwealth of Pennsylvania
11 hereby enacts as follows:

12 Section 1. The title and sections 1, 2, 3, 4, 5, 6, 7, 8, 9
13 and 10 of the act of March 28, 1984 (P.L.150, No.28), known as
14 the Automobile Lemon Law, are amended to read:

15 AN ACT

16 Relating to the rights of purchasers and lessees of defective
17 new motor vehicles and road construction or maintenance
18 equipment.

19 Section 1. Short title.

20 This act shall be known and may be cited as the Automobile
21 and Road Construction and Maintenance Equipment Lemon Law.

1 Section 2. Definitions.

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

5 ["Dealer" or "motor vehicle dealer."] "Dealer." A person in
6 the business of buying, selling, leasing or exchanging vehicles
7 or road equipment.

8 "Department." The Department of Transportation of the
9 Commonwealth.

10 "Manufacturer." Any person engaged in the business of
11 constructing or assembling new and unused motor vehicles or road
12 equipment or engaged in the business of importing new and unused
13 motor vehicles or road equipment into the United States for the
14 purpose of selling or distributing new and unused motor vehicles
15 [to motor vehicle] or road equipment to dealers in this
16 Commonwealth.

17 "Manufacturer's express warranty" or "warranty." The written
18 warranty of the manufacturer of a new [automobile] motor vehicle
19 or road equipment of its condition and fitness for use,
20 including any terms or conditions precedent to the enforcement
21 of obligations under the warranty.

22 ["New motor"] "Motor vehicle." Any new and unused self-
23 propelled, motorized conveyance driven upon public roads,
24 streets or highways which is designed to transport not more than
25 15 persons, which was purchased or leased and is registered in
26 the Commonwealth or purchased or leased elsewhere and registered
27 for the first time in the Commonwealth and is used, leased or
28 bought for use primarily for personal, family or household
29 purposes, including a vehicle used by a manufacturer or dealer
30 as a demonstrator or dealer car prior to its sale. The term does

1 not include motorcycles, motor homes or off-road vehicles.

2 "Nonconformity." A defect or condition which substantially
3 impairs the use, value or safety of a [new] motor vehicle or
4 road equipment and does not conform to the manufacturer's
5 express warranty.

6 "Purchaser." A person, or his successors or assigns, who has
7 obtained possession or ownership of a [new] motor vehicle by
8 lease, transfer or purchase or who has entered into an agreement
9 or contract for the lease or purchase of a [new] motor vehicle
10 which is used, leased or bought for use primarily for personal,
11 family or household purposes. The term also includes a person,
12 including the Commonwealth or a municipality, that has obtained
13 possession or ownership of road equipment by lease, transfer or
14 purchase or that has entered into an agreement or contract for
15 the lease or purchase of road equipment.

16 "Road equipment." New and unused equipment used to construct
17 or maintain roads, streets, highways, berms, shoulders and
18 rights-of-way abutting a road, street or highway owned and
19 maintained by the Commonwealth or a municipality.

20 Section 3. Disclosure.

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

30 Section 4. Repair obligations.

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

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

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

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

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

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

1 (a) General rule.--It shall be presumed that a reasonable
2 number of attempts have been undertaken to repair or correct a
3 nonconformity if:

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

7 (2) the motor vehicle or road equipment is out-of-
8 service by reason of any nonconformity for a cumulative total
9 of 30 or more calendar days.

10 (b) Time period extension.--

11 (1) The minimum number of calendar days provided for in
12 subsection (a) (2) shall be extended by a period of not more
13 than 30 additional calendar days if the repair cannot be
14 completed by the manufacturer, its agent or authorized dealer
15 by reason of war, act of terrorism, civil unrest, fire, flood
16 or natural disaster.

17 (2) The minimum number of calendar days provided for in
18 paragraph (1) may be extended for not more than 90 additional
19 calendar days if the manufacturer files a sworn affidavit
20 with the Office of Attorney General stating that repair could
21 not be completed because of one or more of the reasons
22 described in paragraph (1).

23 (3) Paragraphs (1) and (2) shall apply only if the
24 manufacturer, its agent or authorized dealer lends a motor
25 vehicle or road equipment to the owner at no charge during
26 the period of time under paragraphs (1) and (2),
27 respectively, that the owner's motor vehicle or road
28 equipment is with the manufacturer, its agent or authorized
29 dealer for repair.

30 Section 7. Itemized statement required.

1 The manufacturer or dealer shall provide to the purchaser
2 each time the purchaser's motor vehicle or road equipment is
3 returned from being serviced or repaired a fully itemized
4 statement indicating all work performed on [said] the motor
5 vehicle or road equipment, including, but not limited to, parts
6 and labor. It shall be the duty of a dealer to notify the
7 manufacturer of the existence of a nonconformity within seven
8 days of the delivery by a purchaser of a motor vehicle or road
9 equipment subject to a nonconformity when it is delivered to the
10 same dealer for the second time for repair of the same
11 nonconformity. The notification shall be by certified mail,
12 return receipt requested.

13 Section 8. Civil cause of action.

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

21 Section 9. Informal dispute settlement procedure.

22 If the manufacturer has established an informal dispute
23 settlement procedure which complies with the provisions of 16
24 CFR Pt. 703, as from time to time amended, the provisions of
25 section 8 shall not apply to any purchaser who has not first
26 resorted to such procedure as it relates to a remedy for defects
27 or conditions affecting the substantial use, value or safety of
28 the motor vehicle or road equipment. The informal dispute
29 settlement procedure shall not be binding on the purchaser and,
30 in lieu of such settlement, the purchaser may pursue a remedy

1 under section 8.

2 Section 10. Resale of returned motor vehicle or road equipment.

3 (a) [Vehicles] Motor vehicles or road equipment may not be
4 resold, transferred or leased at retail or wholesale.--If a
5 motor vehicle or road equipment has been repurchased under the
6 provisions of this act or a similar statute of another state, it
7 may not be resold, transferred or leased in this State unless:

8 (1) The manufacturer provides for the motor vehicle the
9 same express warranty it provided to the original purchaser,
10 except that the term of the warranty need only last for
11 12,000 miles or 12 months after the date of resale, transfer
12 or lease, whichever is earlier[.], and for road equipment the
13 same express warranty it provided to the original purchaser,
14 except that the term of the warranty need only last for 12
15 months after the date of resale, transfer or lease, whichever
16 is earlier.

17 (2) The manufacturer provides the purchaser, lessee or
18 transferee with a written statement on a separate piece of
19 paper, in ten point all capital type, in substantially the
20 following form:

21 "IMPORTANT: THIS MOTOR VEHICLE OR ROAD EQUIPMENT WAS
22 REPURCHASED BY THE MANUFACTURER BECAUSE IT DID NOT
23 CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY AND THE
24 NONCONFORMITY WAS NOT CURED WITHIN A REASONABLE TIME AS
25 PROVIDED BY PENNSYLVANIA LAW."

26 (3) The motor vehicle or road equipment dealer, lessor
27 or transferor clearly and conspicuously discloses the
28 manufacturer's written notification prior to the resale or
29 lease of the repurchased motor vehicle or road equipment.

30 (4) The motor vehicle or road equipment dealer, lessor

1 or transferor obtains a signed receipt certifying in a
2 conspicuous and understandable manner that the written
3 statement required under this subsection has been provided.
4 Access to the receipt shall be maintained for four years. The
5 Attorney General shall approve the form and content of the
6 disclosure statement supplied by the manufacturer.

7 (5) The manufacturer, dealer, lessor or transferor
8 applies for and receives the designation of a branded title
9 or a certificate of origin from the department.

10 (6) The department shall update its records and issue a
11 title with a designation indicating that the motor vehicle
12 was repurchased under the provisions of this act. The
13 department shall forward to subsequent purchasers or
14 lienholders, in accordance with 75 Pa.C.S. §§ 1107 (relating
15 to delivery of certificate of title) and 1132.1 (relating to
16 perfection of security interest in a vehicle), a certificate
17 of title which indicates that the motor vehicle was branded
18 under the provisions of this act. The department shall
19 determine the exact form and content of the title brand.

20 (7) The department shall update its records and issue a
21 certificate of origin with a designation indicating that the
22 road equipment was repurchased under the provisions of this
23 act. The department shall forward to subsequent purchasers or
24 lienholders a certificate of origin that states that the road
25 equipment was branded under the provisions of this act. The
26 department shall determine the exact form and content of the
27 origin brand.

28 The provisions of this section apply to the resold, transferred
29 or leased motor vehicle or road equipment for the full term of
30 the warranty required under this subsection. Failure of the

1 manufacturer, dealer, lessor or transferor to notify its
2 immediate purchaser of the requirements of this section subjects
3 the manufacturer, dealer, lessor or transferor to pay to the
4 Commonwealth a civil penalty of \$2,000 per violation [and, at].
5 At the option of the purchaser, [to] the manufacturer, dealer,
6 lessor or transferor shall replace the motor vehicle with a
7 comparable motor vehicle of equal value or accept return of the
8 motor vehicle from the purchaser and refund to the purchaser the
9 full purchase price, including all collateral charges, less a
10 reasonable allowance for the purchaser's use of the motor
11 vehicle not exceeding 10¢ per mile driven or 10% of the purchase
12 price of the motor vehicle, whichever is less[.], or replace the
13 road equipment with a comparable piece of road equipment of
14 equal value or accept return of the road equipment from the
15 purchaser and refund to the purchaser the full purchase price,
16 including all collateral charges, less a reasonable allowance
17 for the purchaser's use of the road equipment not exceeding 10%
18 of the purchase price of the road equipment.

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

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