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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 745 Session of  
2021

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INTRODUCED BY HANBIDGE, KINSEY, BOBACK, SANCHEZ, McNEILL,  
FREEMAN, SCHWEYER, CIRESI, WEBSTER, DELLOSO, MALAGARI AND  
ROZZI, MARCH 3, 2021

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REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, MARCH 3, 2021

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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.

20 "Department." The Department of Transportation of the

1 Commonwealth.

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

6 (1) a motor home;

7 (2) a slide-in cabin;

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

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

13 "House trailer." Any of the following:

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

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

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

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

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

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

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

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

29 "Recreational trailer." A trailer designed or adapted to  
30 provide temporary living quarters for noncommercial

1 recreational, camping or travel use.

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

8 (1) a house coach;

9 (2) a house trailer;

10 (3) a motor home;

11 (4) a recreational trailer; or

12 (5) a truck-camper.

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

16 Section 3. Disclosure.

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

26 Section 4. Repair obligations.

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

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

6 \* \* \*

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

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

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

30 \* \* \*

1 (b) Time period extension.--

2 \* \* \*

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

9 Section 8. Civil cause of action.

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

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

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

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

28 (2) The manufacturer provides the purchaser, lessee or  
29 transferee with a written statement on a separate piece of  
30 paper, in ten point all capital type, in substantially the

1 following form:

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

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

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

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

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

1 department shall determine the exact form and content of the  
2 title brand.

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

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

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



1 act shall extend to a subsequent purchaser, lessee or transferee  
2 of the motor vehicle or recreational vehicle.

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