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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 166 Session of  
2013

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INTRODUCED BY HARHAI, LONGIETTI, KORTZ, FABRIZIO, KOTIK,  
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MACKENZIE AND GOODMAN, JANUARY 22, 2013

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REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, JANUARY 22, 2013

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AN ACT

1 Relating to the rights of purchasers and lessees of defective  
2 recreational vehicles.

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2 The General Assembly of the Commonwealth of Pennsylvania  
3 hereby enacts as follows:

4 Section 1. Short title.

5 This act shall be known and may be cited as the Recreational  
6 Vehicle Lemon Law.

7 Section 2. Definitions.

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

11 "Dealer." A person in the business of buying, selling,  
12 leasing or exchanging recreational vehicles.

13 "Department." The Department of Transportation of the  
14 Commonwealth.

15 "Manufacturer." Any person engaged in the business of  
16 constructing or assembling new and unused recreational vehicles  
17 or engaged in the business of importing new and unused  
18 recreational vehicles into the United States for the purpose of  
19 selling or distributing new and unused recreational vehicles to  
20 dealers in this Commonwealth.

21 "Manufacturer's express warranty" or "warranty." The written  
22 warranty of the manufacturer of a new recreational vehicle of  
23 its condition and fitness for use, including any terms or  
24 conditions precedent to the enforcement of obligations under the  
25 warranty.

26 "New recreational vehicle." Any new and unused recreational  
27 vehicle driven upon public roads, streets or highways, which was  
28 purchased or leased and is registered in this Commonwealth or  
29 purchased or leased elsewhere and registered for the first time  
30 in this Commonwealth and is used, leased or bought for use

1 exclusively for personal, family or household purposes,  
2 including a vehicle used by a manufacturer or dealer as a  
3 demonstrator or dealer recreational vehicle prior to its sale.

4 "Nonconformity." A defect or condition which substantially  
5 impairs the use, value or safety of a new recreational vehicle  
6 and does not conform to the manufacturer's express warranty.

7 "Purchaser." A person, or a successor or assign of the  
8 person, who obtains possession or ownership of a new  
9 recreational vehicle by lease, transfer or purchase or who  
10 enters into an agreement or contract for the lease or purchase  
11 of a new recreational vehicle which is used, leased or bought  
12 for use exclusively for personal, family or household purposes.

13 "Recreational vehicle." A motor home, pickup truck with  
14 attached camper or bus when used exclusively for personal  
15 pleasure by individuals.

16 Section 3. Disclosure.

17 (a) Duty of Attorney General.--The Attorney General shall  
18 prepare and publish in the Pennsylvania Bulletin a statement  
19 which explains a purchaser's rights under this act.

20 (b) Duty of manufacturers.--A manufacturer shall provide to  
21 each purchaser at the time of original purchase of a new  
22 recreational vehicle a written statement containing a copy of  
23 the Attorney General's statement and a listing of zone offices,  
24 with addresses and telephone numbers, that the purchaser may  
25 contact regarding the remedies provided for in this act.

26 Section 4. Repair obligations.

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

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

6 (b) Delivery of recreational vehicle.--

7 (1) A purchaser shall deliver a nonconforming  
8 recreational vehicle to the manufacturer's authorized service  
9 and repair facility within this Commonwealth unless, due to  
10 reasons of size and weight or method of attachment or method  
11 of installation or nature of the nonconformity, delivery  
12 cannot reasonably be accomplished.

13 (2) (i) Should the purchaser be unable to effect return  
14 of the nonconforming recreational vehicle, the purchaser  
15 shall notify the manufacturer or its authorized service  
16 and repair facility.

17 (ii) Written notice of nonconformity to the  
18 manufacturer or its authorized service and repair  
19 facility shall constitute return of the recreational  
20 vehicle when the purchaser is unable to return the  
21 recreational vehicle due to the nonconformity.

22 (3) Upon receipt of notice of nonconformity, the  
23 manufacturer shall, at its option, service or repair the  
24 recreational vehicle at the location of nonconformity or pick  
25 up the recreational vehicle for service and repair or arrange  
26 for transporting the recreational vehicle to its authorized  
27 service and repair facility.

28 (4) All costs of transporting the recreational vehicle  
29 when the purchaser is unable to effect return, due to  
30 nonconformity, shall be at the manufacturer's expense.

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

2 (a) General rule.--If a manufacturer fails to repair or  
3 correct a nonconformity after a reasonable number of attempts,  
4 the manufacturer shall, at the option of the purchaser, replace  
5 the recreational vehicle with a comparable recreational vehicle  
6 of equal value or accept return of the recreational vehicle from  
7 the purchaser and refund to the purchaser the full purchase  
8 price or lease price, including all collateral charges, less a  
9 reasonable allowance for the purchaser's use of the recreational  
10 vehicle not exceeding 10¢ per mile driven or 10% of the purchase  
11 price or lease price of the recreational vehicle, whichever is  
12 less. Refunds shall be made to the purchaser and lienholder, if  
13 any, as their interests may appear. A reasonable allowance for  
14 use shall be that amount directly attributable to use by the  
15 purchaser prior to the first report of the nonconformity to the  
16 manufacturer.

17 (b) Time for making refund.--In the event the consumer  
18 elects a refund, payment shall be made within 30 days of such  
19 election.

20 (c) Conditions precluding refund.--A consumer shall not be  
21 entitled to a refund or replacement if the nonconformity does  
22 not substantially impair the use, value or safety of the  
23 recreational vehicle or the nonconformity is the result of  
24 abuse, neglect or modification or alteration of the recreational  
25 vehicle by the purchaser.

26 Section 6. Presumption of reasonable number of attempts.

27 It shall be presumed that a reasonable number of attempts  
28 have been undertaken to repair or correct a nonconformity if:

29 (1) the same nonconformity has been subject to repair  
30 three times by the manufacturer, its agents or authorized

1 dealers and the nonconformity still exists; or

2 (2) the recreational vehicle is out of service by reason  
3 of any nonconformity for a cumulative total of 30 or more  
4 calendar days.

5 Section 7. Itemized statement required.

6 (a) General rule.--A manufacturer or dealer shall provide to  
7 the purchaser each time the purchaser's recreational vehicle is  
8 returned from being serviced or repaired a fully itemized  
9 statement indicating all work performed on the recreational  
10 vehicle, including, but not limited to, parts and labor.

11 (b) Dealer duty to notify manufacturer.--A dealer shall  
12 notify the manufacturer of the existence of a nonconformity  
13 within seven days of the delivery by a purchaser of a  
14 recreational vehicle subject to a nonconformity when it is  
15 delivered to the same dealer for the second time for repair of  
16 the same nonconformity. The notification shall be by certified  
17 mail, return receipt requested.

18 Section 8. Civil cause of action.

19 The purchaser of a new recreational vehicle who suffers any  
20 loss due to nonconformity of the new recreational vehicle as a  
21 result of the manufacturer's failure to comply with this act may  
22 bring a civil action in a court of common pleas and, in addition  
23 to other relief, shall be entitled to recover reasonable  
24 attorney fees and all court costs.

25 Section 9. Informal dispute settlement procedure.

26 If the manufacturer has established an informal dispute  
27 settlement procedure which complies with 16 CFR Pt. 703  
28 (relating to informal dispute settlement procedures), section 8  
29 shall not apply to any purchaser who has not first resorted to  
30 such procedure as it relates to a remedy for defects or

1 conditions affecting the substantial use, value or safety of the  
2 recreational vehicle. The informal dispute settlement procedure  
3 shall not be binding on the purchaser, and, in lieu of such  
4 settlement, the purchaser may pursue a remedy under section 8.  
5 Section 10. Resale of returned recreational vehicle.

6 (a) Prohibition.--If a recreational vehicle has been  
7 repurchased under this act or a similar statute of another  
8 state, it may not be resold, transferred or leased in this  
9 Commonwealth unless:

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

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

19 IMPORTANT: THIS RECREATIONAL VEHICLE WAS REPURCHASED BY  
20 THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE  
21 MANUFACTURER'S EXPRESS WARRANTY, AND THE NONCONFORMITY  
22 WAS NOT CURED WITHIN A REASONABLE TIME AS PROVIDED BY  
23 PENNSYLVANIA LAW.

24 (3) The dealer, lessor or transferor clearly and  
25 conspicuously discloses the manufacturer's written  
26 notification prior to the resale or lease of the repurchased  
27 recreational vehicle.

28 (4) The dealer, lessor or transferor obtains a signed  
29 receipt certifying in a conspicuous and understandable manner  
30 that the written statement required under this subsection has

1       been provided. Access to the receipt shall be maintained for  
2       four years. The Attorney General shall approve the form and  
3       content of the disclosure statement supplied by the  
4       manufacturer.

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

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

18      (b) Applicability and penalty.--

19           (1) This section applies to the resold, transferred or  
20      leased recreational vehicle for the full term of the warranty  
21      required under this subsection.

22           (2) Failure of the manufacturer, dealer, lessor or  
23      transferor to notify its immediate purchaser of the  
24      requirements of this section subjects the manufacturer,  
25      dealer, lessor or transferor to pay to the Commonwealth a  
26      civil penalty of \$2,000 per violation and, at the option of  
27      the purchaser, to replace the recreational vehicle with a  
28      comparable recreational vehicle of equal value or accept  
29      return of the recreational vehicle from the purchaser and  
30      refund to the purchaser the full purchase price, including



1 all collateral charges, less a reasonable allowance for the  
2 purchaser's use of the recreational vehicle not exceeding 10¢  
3 per mile driven or 10% of the purchase price of the  
4 recreational vehicle, whichever is less.

5 (c) Returned recreational vehicles not to be resold.--  
6 Notwithstanding the provisions of subsection (a), if a new  
7 recreational vehicle has been returned under this act or a  
8 similar statute of another state because of a nonconformity  
9 resulting in a complete failure of the braking or steering  
10 system of the new recreational vehicle likely to cause death or  
11 serious bodily injury if the new recreational vehicle was  
12 driven, the new recreational vehicle may not be resold in this  
13 Commonwealth.

14 (d) Agreement waiving, limiting or disclaiming rights.--An  
15 agreement entered into by a purchaser that waives, limits or  
16 disclaims the rights stated in this act is void as contrary to  
17 public policy. Where applicable, the rights stated in this act  
18 shall extend to a subsequent purchaser, lessee or transferee of  
19 the recreational vehicle.

20 Section 11. Application of unfair trade act.

21 A violation of this act is a violation of the act of December  
22 17, 1968 (P.L.1224, No.387), known as the Unfair Trade Practices  
23 and Consumer Protection Law.

24 Section 12. Construction.

25 Nothing in this act shall be construed to limit the purchaser  
26 from pursuing any other rights or remedies under any other law,  
27 contract or warranty.

28 Section 13. Nonwaiver of act.

29 The provisions of this act may not be waived.

30 Section 14. Applicability.

1       This act shall apply to new recreational vehicles purchased  
2 after the effective date of this section.  
3 Section 15. Effective date.  
4       This act shall take effect in 60 days.