
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 852 Session of
2023

INTRODUCED BY HANBIDGE, HOHENSTEIN, HILL-EVANS, MADDEN, GUENST,
SANCHEZ, CIRESI, BURGOS, FLEMING, NEILSON, FREEMAN, KINKEAD,
N. NELSON, WARNER AND CERRATO, APRIL 10, 2023

REFERRED TO COMMITTEE ON TRANSPORTATION, APRIL 10, 2023

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; and making editorial changes.

5 The General Assembly of the Commonwealth of Pennsylvania
6 hereby enacts as follows:

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

10 Section 2. Definitions.

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

14 "Dealer" or "motor vehicle dealer." A person in the business
15 of buying, selling, leasing or exchanging motor vehicles or
16 recreational vehicles.

17 "Department." The Department of Transportation of the
18 Commonwealth.

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

5 (1) a motor home;

6 (2) a slide-in cabin;

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

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

12 "House trailer." Any of the following:

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

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

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

30 "Manufacturer's express warranty" or "warranty." The written

1 warranty of the manufacturer of a new automobile or recreational
2 vehicle of its condition and fitness for use, including any
3 terms or conditions precedent to the enforcement of obligations
4 under the warranty.

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

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

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

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

28 "Recreational trailer." A trailer designed or adapted to
29 provide temporary living quarters for noncommercial
30 recreational, camping or travel use.

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

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

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

15 Section 3. Disclosure.

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

25 Section 4. Repair obligations.

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

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

5 * * *

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

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

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

29 * * *

30 (b) Time period extension.--

1 * * *

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

8 Section 8. Civil cause of action.

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

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

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

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

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

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

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

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

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

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

1 title brand.

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

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

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

1 of the motor vehicle or recreational vehicle.

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