

## PENNSYLVANIA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
<b>TIME PERIOD FOR FILING CLAIMS</b>	Not specified. Assuming UCC statute of limitations applies, claim must be filed within four years from the date the alleged defect is discovered.
<b>ELIGIBLE VEHICLE</b>	<p>New and unused motor vehicle (including a demonstrator or dealer car, but excluding a motorcycle, motor home or off-road vehicle) that:</p> <ol style="list-style-type: none"> <li>(1) Is driven upon public roads, streets or highways;</li> <li>(2) Is designed to transport not more than 15 persons;</li> <li>(3) (a) Was purchased or leased and is registered in Pennsylvania, or (b) was purchased or leased in another state and was registered for the first time in Pennsylvania; and</li> <li>(4) Is utilized, leased or bought for use primarily for personal, family or household purposes.</li> </ol> <p>Does not cover used vehicles.</p>
<b>ELIGIBLE CONSUMER</b>	<b>Purchaser</b> and, beginning February 11, 2002, <b>lessee</b> of a new motor vehicle used, leased or bought for use primarily for personal, family or household purposes
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	Earlier of one year following delivery to the consumer, 12,000 miles, or the term of the warranty.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	Not specified.
<b>PRESUMPTION OR DEFINITION</b>	<b>Presumption:</b> either (1) three or more repair attempts or (2) out of service for 30 or more calendar days.
<b>NOTICE TO MANUFACTURER</b>	Not specified for consumer.
<b>FINAL OPPORTUNITY TO REPAIR</b>	Not specified.
<b>REASONABLE ALLOWANCE</b>	May not exceed the lesser of 10 cents per mile prior to first report or 10% of the purchase or lease price.
<b>DISPUTE RESOLUTION</b>	If manufacturer has an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, consumer must first resort to the procedure.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	Yes.
<b>TITLE BRANDING</b>	Yes

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<b>1. Citation</b>	73 Pa. Cons. Stat. §§ 1951 through 1963.
<b>2. Motor vehicle covered</b>	Covers “new motor vehicle,” defined as a new and unused self-propelled motorized vehicle (including a demonstrator or dealer car, but excluding a motorcycle, motor home or off-road vehicle) that: (1) Is driven upon public roads, streets or highways; (2) Is designed to transport not more than 15 persons; (3) (a) Was purchased or leased and is registered in Pennsylvania, or (b) was purchased or leased in another state and registered for the first time in Pennsylvania; and (4) Is utilized, leased or bought for use primarily for personal, family or household purposes.  Does not cover used vehicles.
<b>3. Consumer covered</b>	Covers the “purchaser,” defined as a person who has obtained ownership of a new motor vehicle by transfer or purchase, or who has entered into an agreement or contract for the purchase of a new motor vehicle, that is used or bought for use primarily for personal, family or household purposes. Case law indicates that, to qualify as a “purchaser,” the person must maintain continued ownership and possession of the vehicle, and must never have relinquished title.  Beginning February 11, 2002, “purchaser” also includes a person who has obtained possession of a new motor vehicle by lease, or who has entered into an agreement or contract for the lease of a new motor vehicle, that is used, leased, or bought for use primarily for personal, family or household purposes.
<b>4. Nonconformity defined</b>	A defect or condition that substantially impairs the use, value or safety of a new motor vehicle and does not conform to the manufacturer’s express warranty.
<b>5. Warranty defined</b>	“Manufacturer’s express warranty” or “warranty” means the written warranty of the manufacturer of a new automobile of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under the warranty.
<b>6. Lemon law rights period</b>	Not defined.
<b>7. Manufacturer’s obligation to repair</b>	A manufacturer must repair or correct a nonconformity that occurs within whichever of the following periods ends first: (1) One year following the actual delivery of the vehicle to the purchaser; (2) The first 12,000 miles of use; or (3) The term of the manufacturer’s warranty.  The purchaser must deliver the vehicle for repair to the manufacturer’s authorized service and repair facility in Pennsylvania, unless the vehicle cannot reasonably be delivered because of the nature of the nonconformity. If the purchaser cannot deliver the vehicle for repair, the purchaser must notify the manufacturer or its authorized service and repair facility in writing. Such written notice shall constitute delivery of the vehicle; however, the manufacturer may service or repair the vehicle at the vehicle’s location, or the manufacturer may, at its own expense, transport the vehicle to its authorized service and repair facility.
<b>8. Manufacturer’s obligation to repurchase or replace</b>	If the manufacturer fails to repair or correct that nonconformity after a <i>reasonable number of attempts</i> , the manufacturer must, at the purchaser’s option, either replace or repurchase the motor vehicle.
<b>9. Criteria for reasonable number of repair attempts</b>	Presumed if either of the following occurs: (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of 30 calendar days or more.
<b>10. Notice of</b>	It is the duty of the dealer to notify the manufacturer of the existence of a nonconformity within

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<b>nonconformity and final opportunity to repair</b>	7 days of delivery by a purchaser of a motor vehicle subject to a nonconformity, when it is delivered to the same dealer for the second time for repair of the same nonconformity. The notification must be by certified mail, return receipt requested.
11. <b>Affirmative defenses</b>	A consumer is not entitled to lemon law repurchase or replacement if the nonconformity does not substantially impair the use, value or safety of the motor vehicle, or the nonconformity is the result of abuse, neglect or modification or alteration of the motor vehicle by the purchaser.
12. <b>Refund</b>	Refund consists of: (1) The full purchase or lease price; and (2) All collateral charges, which courts have found to mean all possible charges associated with the purchase of a vehicle, including tags, lien fees, sales tax, document fees, and finance charges; (3) Less a reasonable allowance for the purchaser's use of the vehicle.
13. <b>Replacement</b>	Replacement is a comparable motor vehicle of equal value.
14. <b>Reasonable allowance</b>	A reasonable allowance for the purchaser's use of the vehicle is that amount directly attributable to use by the purchaser prior to the purchaser's first report of the nonconformity to the manufacturer. The reasonable allowance for use may not exceed the lesser of 10 cents per mile driven prior to the first report or 10% of the vehicle's purchase or lease price.
15. <b>Refund of sales tax</b>	No specific reference to sales tax, although "all collateral charges" would likely include sales tax. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. <b>Enhanced damages</b>	Not specified, although a violation of the lemon law is also a violation of the Unfair Trade Practices and Consumer Protection Law.
17. <b>Attorney's fees</b>	In a civil action under the lemon law, the consumer is entitled to recover reasonable attorneys' fees and all court costs.
18. <b>Statute of limitations</b>	Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed within four years from the date the alleged defect is discovered.
19. <b>Manufacturer-sponsored arbitration</b>	If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, the consumer must first resort to the informal dispute settlement procedure before bringing a civil action.
20. <b>State-sponsored arbitration</b>	Not specified.
21. <b>Dealer liability</b>	Not specified.
22. <b>Restrictions on resale of returned vehicles</b>	A motor vehicle that was repurchased under any state's lemon law because of a nonconformity resulting in a complete failure of the braking or steering system of the motor vehicle, likely to cause death or serious bodily injury if the vehicle was driven, may not be resold in Pennsylvania.  Any other motor vehicle that was returned under any state's lemon law may not be resold in Pennsylvania unless: (1) The manufacturer provides the same express warranty it provided to the original purchaser, except the term of the warranty need only last for 12,000 miles or 12 months after the date of resale, whichever is earlier; and (2) The manufacturer provides the consumer with a written statement on a separate piece of paper in 10 point, all capital type, in substantially the following form: "IMPORTANT: THIS VEHICLE WAS REPURCHASED BY THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY AND THE NONCONFORMITY WAS NOT CURED WITHIN A REASONABLE TIME AS PROVIDED BY PENNSYLVANIA LAW." (3) The motor vehicle dealer, lessor or transferor clearly and conspicuously discloses the manufacturer's written notification prior to the resale or lease of the repurchased motor

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	<p>vehicle.</p> <p>(4) The motor vehicle dealer, lessor or transferor obtains a signed receipt certifying, in a conspicuous and understandable manner, that the written statement required under this subsection has been provided. Access to the receipt shall be maintained for four years. The attorney general shall approve the form and content of the disclosure statement supplied by the manufacturer.</p> <p>(5) The manufacturer, dealer, lessor or transferor applies for and receives the designation of a branded title from the Department.</p> <p>(6) The Department shall update its records and issue a title with a designation indicating that the motor vehicle was repurchased under the provisions of this Act. The Department shall forward to subsequent purchasers or lienholders, in accordance with 75 PA.C.S. sections 1107 (relating to delivery of certificate of title) and 1132.1 (relating to perfection of security interest in a vehicle), a certificate of title which indicates that the vehicle was branded under the provisions of this Act. The Department shall determine the exact form and content of the title brand.</p> <p>The provisions of this section apply to the resold, transferred or leased motor vehicle for the full term of the warranty required under this subsection. Failure of the manufacturer, dealer, lessor or transferor to notify its immediate purchaser of the requirements of this section subjects the manufacturer, dealer, lessor or transferor to pay to the Commonwealth a civil penalty of \$2,000 per violation and, at the option of the purchaser, to replace the motor vehicle with a comparable motor vehicle of equal value or accept return of the vehicle from the purchaser and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle not exceeding 10 cents per mile driven or 10% of the purchase price of the vehicle, whichever is less.</p>
<p><b>23. Point of sale notice of lemon law rights</b></p>	<p>The Attorney General will prepare and publish a statement that explains a purchaser's rights under the lemon law. Manufacturers must provide to each purchaser at the time of original purchase of a new motor vehicle a written statement containing the Attorney General's statement and a listing of zone offices, with addresses and phone numbers, that can be contacted by the purchaser for the purpose of securing lemon law remedies.</p>
<p><b>24. Limitation on waiver</b></p>	<p>The provisions of the lemon law may not be waived.</p> <p>Any agreement entered into by a purchaser that waives, limits or disclaims the rights set forth in the lemon law is void as contrary to public policy. Where applicable, the rights set forth in the lemon law extend to a subsequent purchaser, lessee or transferee of the motor vehicle.</p>

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