

Be a Smart Consumer

Know Where to Get Help
& Information

➔ On the Highway:

PA Turnpike

Emergency Road Service 800-932-0586
Road & Weather Conditions 800-331-3414

Auto Safety Hotline 800-424-9393

Operated by the U.S. Department of Transportation, this hotline receives and reports defects in manufacture of cars and trucks.

PennDOT Customer Call Center

800-932-4600

PA Travel Bureau

800-VISIT-PA

➔ At Home:

Better Business Bureau

Bethlehem 610-866-8780
Lancaster 717-291-1151
Philadelphia 215-985-9313
Pittsburgh 412-456-2700
Scranton 570-342-9129

PA Attorney General Consumer Protection Hotline

800-441-2555

Consumer Products Safety Commission

800-638-2772



Mark M. Gillen

State Representative
128th Legislative District

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Don't Get 'Squeezed' by a Lemon



**Know Your Rights Under
Pennsylvania's Automobile
Lemon Law**

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1. The Lemon Law...What Is It?

Pennsylvania's Lemon Law is designed to protect Pennsylvania consumers from defective new automobiles by establishing certain rights for the consumer and certain responsibilities for dealers, manufacturers and consumers. It was signed into law on March 28, 1984.

2. What Vehicles Are Covered?

New vehicles designed to transport not more than 15 people, bought primarily for personal, family or household use, and purchased and registered in Pennsylvania are covered. Act 94 of 2001 expanded the law to cover new vehicles that are leased as well. Specifically excluded are motorcycles, motor homes and off-road vehicles.

3. How Do I Know My Rights?

An explanation of the purchaser's rights as written by the state's attorney general must be given to the purchaser by the manufacturer at the time of purchase. Included are addresses and telephone numbers to exercise those rights if necessary.

4. What About Repairs?

How Long Am I Covered?

It is the manufacturer's responsibility to repair or correct — at no cost to the purchaser — any defect which substantially impairs the use, value or safety of the vehicle. That responsibility remains in effect for the following time periods:

- up to one year from delivery of the vehicle; OR
 - up to the first 12,000 miles of use; OR
 - the term of the warranty . . .
- WHICHEVER OCCURS FIRST.

The manufacturer must provide the purchaser with a fully itemized statement of all work performed each time the vehicle is serviced.

5. What If Repairs Don't Work?

If the manufacturer's repair efforts fail after a "reasonable number" of attempts, the consumer has the option of selecting a new comparable vehicle of equal value or turning in the "lemon" and accepting a refund of its purchase price. A reasonable allowance may be deducted from a refund, not to exceed 10 cents per mile driven or 10 percent of the purchase price, whichever is less. Refund payments must be made within 30 days.

Keep in mind, the consumer has no right to a refund or replacement if a defect is a result of misuse, neglect, modification or alteration of the vehicle by the purchaser.

6. What Is A "Reasonable Number" Of Repair Attempts?

The act provides that if the same defect has been the subject of repair three times, OR if the vehicle has been out of service because of such defect for a cumulative total of at least 30 days, the law's provisions regarding replacement or refund may be instituted.

7. How Do I Turn In A Lemon?

It is the purchaser's responsibility to deliver a defective vehicle to the manufacturer's authorized service/repair facility, unless it cannot be easily accomplished due to size, weight or nature of the defect. In that case, the purchaser must notify the manufacturer, who may then either transport the vehicle or service it at its existing location. All such costs of transportation are at the manufacturer's expense.

8. What Legal Rights Do I Have If There Are Further Problems?

If a manufacturer has established an informal dispute settlement procedure in conformity with existing law, the consumer must make use of that procedure before taking civil legal action. The settlement procedure is not binding on the consumer.

Further, any consumer who suffers a loss due to a manufacturer's failure to comply with the Lemon Law may bring a civil legal action. In addition to any relief obtained through such an action, the consumer is entitled to recover reasonable attorney's fees and all court costs.

9. How Do We Keep Returned Lemons Off The Road?

No vehicle returned under the act may be resold if the defect for which it was returned resulted in a complete failure of the braking or steering system.

Other returned vehicles may be resold only if the manufacturer provides:

- a written statement in bold type noting that the vehicle was returned to the manufacturer because it did not conform to the warranty and was not made right within a reasonable amount of time; AND
- the same express warranty provided to the original purchaser, the term of which must cover at least 12 months or 12,000 miles, whichever comes first.

