



# BUCKS COUNTY USED CAR LEMON LAW

## KNOW YOUR RIGHTS AS A CONSUMER

After the purchase of a used vehicle, you may have concerns that you have got a lemon on your hands. Are you stuck with it? Maybe not.

For certain used cars sold in Bucks County, our Used Car Lemon Law requires dealers to (1) sell cars that pass their initial emissions and safety inspections and (2) provide a warranty for up to 90 days

### YOU MUST ACT QUICKLY!

After a purchase is made the clock begins ticking

- We recommended that auto purchasers take the recently purchased used vehicle to a third-party inspection station **within ten days** of the purchase to ensure it will pass the Pennsylvania inspection and safety check, even if the current inspection has not expired. If that vehicle cannot pass the third-party inspection, the seller must correct the problem to ensure compliance, or take back the car and refund the purchaser.

### WHAT IS COVERED?

- The Bucks County Used Car Lemon Law has specific limitations of coverage based on the mileage and age of the vehicle purchased. The maximum length of the warranty is 90 days from sale.
- The law requires a dealer to (1) ensure the vehicle **passes PA inspections** at the time of sale and (2) correct a **material defect** of a **covered item of the used vehicle**.
- The law also prohibits dealers from making certain misrepresentations and material omissions about vehicles for sale.

**The length of the warranty depends on the used motor vehicle's mileage. If:**

- 24,000 miles or less, the dealer must provide a warranty for 90 days or 3,000 miles, whichever comes first.
- Between 24,000 miles but less than 60,000 miles, the dealer must provide a warranty for 60 days or 2,000 miles, whichever comes first.
- Between 60,000 and 100,000 miles, the dealer must provide a warranty for 30 days or 1,000 miles, whichever comes first.

*Note: In negotiating a better price for a vehicle with more than 60,000 miles on its odometer, consumers may waive their right to a warranty. The waiver must be in writing.*

### WHAT MUST THE DEALER DO?

- The warranty requires the dealer to correct a defective or malfunctioning part of a used motor vehicle which is covered by the warranty if the defect occurred during the applicable warranty period.
- The consumer is responsible for bringing the motor vehicle to the dealer, and may be entitled to a refund of the vehicle's full purchase price if, during the warranty period: the dealer has been unsuccessful at fixing the same material defect after at least three attempts; or for 20 cumulative days while the vehicle is out of service.
- A material defect is one that substantially impairs the use, value or safety of the used vehicle. Covered items consist of **Engine, Transmission; Automatic/Transfer Case, Transmission; Manual/Transfer Case**, and all internal lubricated parts, axle shafts, etc., for **front-wheel drive** and **rear-wheel drive**.

### WHAT IS NOT COVERED?

The law protects consumers who buy a car from a dealer but does not cover private sales. The protections do not apply to motor vehicles which, at the time of purchase: sold for less than \$3,000; were more than 7 model years old; had more than 100,000 miles, or; were declared a total loss by an insurance company.

**The Department of Consumer Protection is ready to assist you. While we do not provide legal representation, staff will assist you with your warranty claim at: 215-348-6060 or 800-942-2669 or vial email at:**

**[ConsumerProtection@BucksCounty.org](mailto:ConsumerProtection@BucksCounty.org)**

**The full text of the Used Car Lemon Law can be found at: <https://www.buckscounty.gov/DocumentCenter/View/9720/Ordinance-Number-168-PDF>**

**215-348-6060** › Bucks County Department of Consumer Protection

