

COUNTY OF BUCKS
Commonwealth of Pennsylvania

USED CAR LEMON LAW

ORDINANCE NO. 168

Enacted _____ 2022

**AN ORDINANCE OF THE COUNTY OF BUCKS,
COMMONWEALTH OF PENNSYLVANIA CONCERNING THE
SALE AND WARRANTY OF CERTAIN USED MOTOR VEHICLES
(USED CAR LEMON LAW)**

WHEREAS, Bucks County (“County”) is empowered to enact certain laws needed to protect the public health, safety and welfare of its residents;

WHEREAS, the Commonwealth of Pennsylvania, to protect consumers, motorists, and pedestrians, has enacted an Automobile Lemon Law that applies to the purchase of new motor vehicles, but does not extend to the purchase of used motor vehicles;

WHEREAS, Bucks County residents who purchase used cars in New Jersey are protected by New Jersey’s Used Car Lemon Law, which requires licensed used car dealers to provide their customers with warranties and assists consumers if the vehicles develop problems with parts covered under the warranty; and

WHEREAS, the County, through its Department of Consumer Protection/Weights & Measures, has a robust history of ensuring a fair marketplace in Bucks County, including but not limited to resolving consumer complaints about used car sales, and now desires to provide its residents with additional protections when they purchase a used car in Bucks County.

NOW, THEREFORE, it is hereby **ENACTED and ORDAINED** by the County of Bucks, Pennsylvania as follows:

§1 Title

This ordinance shall be known as the “Bucks County Used Car Lemon Law.”

§2. Definitions

As used in this ordinance:

“As is” means a used motor vehicle sold by a dealer to a consumer without any warranty, either express or implied, and with the consumer being solely responsible for the cost of any repairs to that motor vehicle.

“Consumer” means the purchaser or prospective purchaser, other than for the purpose of

resale, of a used motor vehicle normally used for personal, family or household purposes.

“Covered item” means and includes the following components of a used motor vehicle:

Engine — all internal lubricated parts, timing chains, gears and cover, timing belt, pulleys and cover, oil pump and gears, water pump, valve covers, oil pan, manifolds, flywheel, harmonic balancer, engine mounts, seals and gaskets, and turbo-charger housing; however, housing, engine block and cylinder heads are covered items only if damaged by the failure of an internal lubricated part.

Transmission Automatic/Transfer Case — all internal lubricated parts, torque converter, vacuum modulator, transmission mounts, seals and gaskets.

Transmission Manual/Transfer Case — all internal lubricated parts, transmission mounts, seals and gaskets, but excluding a manual clutch, pressure plate, throw-out bearings, clutch master or slave cylinders.

Front-Wheel Drive — all internal lubricated parts, axle shafts, constant velocity joints, front hub bearings, seals and gaskets,

Rear-Wheel Drive — all internal lubricated parts, propeller shafts, supports and U-joints, axle shafts and bearings, seals and gaskets.

“Dealer” or “motor vehicle dealer” means a person who is engaged in the business of selling, offering for sale or negotiating the retail sale of motor vehicles and including the officers, agents and employees of the person and a combination or association of dealers; a person shall be considered to be “in the business of selling” motor vehicles if that person sells or negotiates the sale of five or more motor vehicles in a calendar year.

“Deduction for personal use” means the mileage allowance set by the federal Internal Revenue Service for business usage of a motor vehicle in effect on the date a used motor vehicle is repurchased by a dealer in accordance with sections 4 and 7 of this ordinance, multiplied by the total number of miles a used motor vehicle is driven by a consumer from the date of purchase of that vehicle until the time of its repurchase.

“Excessive wear and tear” means wear or damage to a used motor vehicle beyond that expected to be incurred in normal circumstances.

“Material defect” means a malfunction of a used motor vehicle which substantially impairs its use, value or safety.

“Repair insurance” means a contract in writing to refund, repair, replace, maintain or take other action with respect to a used motor vehicle for any period of time or any specified mileage and provided at an extra charge beyond the price of the used motor vehicle.

“Service contract” means a contract in writing to refund, repair, replace, maintain or take other action with respect to a used motor vehicle for any period of time or any specific mileage or provided at an extra charge beyond the price of the used motor vehicle.

“Used motor vehicle” means a passenger motor vehicle, excluding motorcycles, motor homes and off-road vehicles, which has had title transferred from the person who first acquired it from the manufacturer or dealer.

“Warranty” means any undertaking, in writing and in connection with the sale by a dealer of a used motor vehicle, to refund, repair, replace, maintain or take other action with respect to the used motor vehicle, and which is provided at no extra charge beyond the price of the used motor vehicle.

§3. Unlawful practices

It shall be an unlawful practice for a dealer:

- a. To misrepresent the mechanical condition of a used motor vehicle;
- b. To fail to disclose, prior to sale, any material defect in the condition of the used motor vehicle which the dealer knows or should have known about, including but not limited to:
 - (i) Frame bent, cracked or twisted.
 - (ii) Engine block or head cracked.
 - (iii) Vehicle unable to pass State inspection.
 - (iv) Transmission damaged, defective or so deteriorated as to require replacement.
 - (v) Vehicle flood damaged.
 - (vi) Differential damaged, defective or so deteriorated as to require replacement.
- c. To represent that a used motor vehicle, or any component thereof, is free from material defects in mechanical condition at the time of sale, unless the dealer has a reasonable basis for this representation at the time it is made;
- d. To fail to disclose, prior to sale, the existence and terms of any written warranty, service contract or repair insurance currently in effect on a used motor vehicle provided by a person other than the dealer, and subject to transfer to a consumer, if known to the dealer;
- e. To misrepresent the terms of any written warranty, service contract or repair insurance currently in effect on a used motor vehicle provided by a person other than the dealer, and subject to transfer to a consumer;
- f. To fail to disclose, prior to sale, the existence and terms of any written warranty, service contract or repair insurance offered by the dealer in connection with the sale of a used motor vehicle;
- g. To misrepresent the terms of any warranty, service contract or repair insurance offered by the dealer in connection with the sale of a used motor vehicle;
- h. To represent, prior to sale, that a used motor vehicle is sold with a warranty, service contract or repair insurance when the vehicle is sold without any warranty, service contract or repair insurance;
- i. To fail to disclose, prior to sale, that a used motor vehicle is sold without any warranty, service contract, or repair insurance; and
- j. To fail to provide a clear written explanation, prior to sale, of what is meant by the term “as is,” if the used motor vehicle is sold “as is.”

§4. Used motor vehicles that fail initial emission or vehicle safety inspection

a. A dealer shall ensure that any used motor vehicle sold with 100,000 miles or less is capable of passing the Pennsylvania emissions and vehicle safety inspections at time of sale.

b. If a used motor vehicle with 100,000 miles or less fails a Pennsylvania emissions or vehicle safety inspection within 10 days of its sale, the dealer or his agent shall correct any and all deficiencies that caused the vehicle to fail the inspection(s).

(i) If the dealer fails to correct the deficiency after a reasonable opportunity, the dealer shall repurchase the used motor vehicle and refund to the consumer the full purchase price, excluding all sales taxes, title and registration fees, or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of such vehicle. Refunds shall be made to the consumer and lienholder, if any, as their interests appear on the records of ownership.

(ii) It shall be presumed that a dealer has a reasonable opportunity to correct or repair the deficiency in a used motor vehicle if the deficiency is unable to be repaired or corrected by the dealer within 20 days of a failed inspection.

c. It shall be an affirmative defense to any claim under this section that the inability to pass the inspection(s) is the result of abuse, neglect or unauthorized modification or alteration of the used motor vehicle after the sale of the vehicle by someone other than the dealer.

§5. Written warranty required: minimum durations

It shall be an unlawful practice for a dealer to sell a used motor vehicle to a consumer without giving the consumer a written warranty which shall at least have the following minimum durations:

a. If the used motor vehicle has 24,000 miles or less, the warranty shall be, at a minimum, 90 days or 3,000 miles, whichever comes first;

b. If the used motor vehicle has more than 24,000 miles but less than 60,000 miles, the warranty shall be, at a minimum, 60 days or 2,000 miles, whichever comes first; or

c. If the used motor vehicle has more than 60,000 miles but less than 100,000 miles, the warranty shall be, at a minimum, 30 days or 1,000 miles, whichever comes first, except that a consumer may waive his right to a warranty as provided under section 9 of this ordinance.

§6. Written warranty; requirement of dealer

The written warranty shall require the dealer, upon failure or malfunction of a covered item during the term of the warranty, to correct the malfunction or defect, provided the used motor vehicle is delivered to the dealer, at his regular place of business, and subject to a deductible amount of \$50 to be paid by the consumer for each repair of a covered item. This written warranty may exclude repairs covered by any manufacturer's warranty, or recall program, as

well as repairs of a covered item required because of collision, abuse, or the consumer's failure to properly maintain such used motor vehicle in accordance with the manufacturer's recommended maintenance schedule, or from damage of a covered item caused as a result of any commercial use of the used motor vehicle, or operation of such vehicle without proper lubrication or coolant, or as a result of any misuse, negligence or alteration of such vehicle by someone other than the dealer.

§7. Dealer's failure to correct defect

a. If, within the periods specified in section 5 of this ordinance, the dealer or his agent fails to correct a material defect of the used motor vehicle, after a reasonable opportunity to repair the used motor vehicle, the dealer shall repurchase the used motor vehicle and refund to the consumer the full purchase price, excluding all sales taxes, title and registration fees, or any similar governmental charges, and less a reasonable allowance for excessive wear and tear and less a deduction for personal use of such vehicle. Refunds shall be made to the consumer and lienholder, if any, as their interests appear on the records of ownership.

b. It shall be presumed that a dealer has a reasonable opportunity to correct or repair a material defect in a used motor vehicle, if:

(i) The same material defect has been subject to repair three or more times by the dealer or his agent within the warranty period, but the material defect continues to exist; or

(ii) The used motor vehicle is out of service for a cumulative total of 20 or more days during the warranty period by reason of waiting for the dealer to complete repair of the material defect.

c. It shall be an affirmative defense to any claim under this section that:

(i) The alleged material defect does not substantially impair the use, value or safety of the used motor vehicle; or

(ii) The material defect is the result of abuse, neglect or unauthorized modification or alteration of the used motor vehicle by someone other than the dealer.

§8. Term of warranty extended for repairs

The term of any written warranty offered by a dealer in connection with the sale of a used motor vehicle shall be extended by any time period during which the used motor vehicle is waiting for the dealer or his agent to begin or complete repairs of a material defect of the used motor vehicle.

§9. Waiver of dealer's obligation to provide warranty

Notwithstanding any provision of this ordinance to the contrary, a consumer, as a result of a price negotiation for the purchase of a used motor vehicle with over 60,000 miles, may elect to waive the dealer's obligation to provide a warranty on the used motor vehicle. The waiver shall

be in writing and separately stated in the agreement of retail sale or in an attachment thereto and separately signed by the consumer. The waiver shall state the dealer's obligation to provide a warranty on used motor vehicles offered for sale, as set forth in sections 5 and 6 of this ordinance. The waiver shall indicate that the consumer, having negotiated the purchase price of the used motor vehicle and obtained a price adjustment, is electing to waive the dealer's obligation to provide a warranty on the used motor vehicle and is buying the used motor vehicle "as is."

§10. Nonapplicability of ordinance

The provisions of this ordinance shall not apply to:

- a. any used motor vehicle sold for less than \$3,000;
- b. any used motor vehicle over seven or more model years old;
- c. any used motor vehicle with more than 100,000 miles;
- d. any used motor vehicle which has been declared a total loss by an insurance company and with respect to which the consumer, at or prior to the time of sale, has been advised in writing that the used motor vehicle has been declared a total loss by an insurance company; or,
- e. any used motor vehicle, subject to a lease agreement which was in effect for more than 90 days, which is then sold by the lessor to the lessee, or to a family member or employee of the lessee upon the termination of the lease agreement.

§11. Remedies, rights preserved

Nothing in this ordinance shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

§12. Violations and Penalties

Any violation of this ordinance shall be enforced by action brought before a District Judge by the Bucks County Law Department, Department of Consumer Protection/Weights & Measures, or other government agency or official in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, firm or corporation who violates any provision of this ordinance shall, upon conviction thereof, be sentenced to pay a fine of not less than \$100 and not more than \$1,000. Each day that a violation of this ordinance continues, or each section of this ordinance which shall be found to have been violated, shall constitute a separate offense. The doing of any act or thing prohibited by any provision of this ordinance, or the failure to do any act or thing as to which any provision of this ordinance creates an affirmative duty, shall constitute a violation of this ordinance punishable as herein stated.

§13. Effective date

This ordinance shall become effective on January 1, 2023.

ORDAINED AND ENACTED this ____ day of _____, 2022.

BOARD OF COMMISSIONERS,
BUCKS COUNTY, PENNSYLVANIA

Robert J. Harvie, Jr. (Chair)

Diane Ellis-Marseglia, LCSW (Vice-Chair)

Gene DiGirolamo (Secretary)

Attest:

Gail Humphrey, Chief Clerk