

## ***What laws protect me when I am getting a car repaired?***

Having a car repaired can sometimes be difficult, especially when you don't know exactly what needs to be done. But there are laws that help! Here are some of the things that the law requires.

- A repair shop cannot say your car needs a repair if it does not.
- A repair shop cannot charge for repairs unless you agree to have the work done. If the cost of the repairs cannot be estimated beforehand, you have the right to ask that the repair shop call you, tell you the cost, and get your authorization before starting the repairs.
- You have the right to ask for the return of any parts replaced or, if the parts have to be returned somewhere else, you have the right to look at them before they are sent.
- You have the right to be told whether any parts put in your car were new, used, rebuilt, or reconditioned.
- Unless you agree otherwise, repairs must be completed within 24 hours.
- If you are to be charged for an estimate or for storage of your car, the fees should be posted in a place where they are easy to see.
- If the repairs were not done correctly, and you complain promptly, you have the right to have the work redone at no extra charge.

## ***Where should I call to make a complaint?***

If you think the laws explained in this pamphlet have been broken, you may contact the State Bureau of Consumer Protection. To find the office nearest you, call 1 (800) 441- 2555, or write to the Bureau of Consumer Protection, 14th Floor, Strawberry Square, Harrisburg, PA 17120.

You may also contact your local Bureau of Consumer Protection, a private attorney, or your local Legal Services office.

## **Philadelphia Lemon Law**

If you live in Philadelphia and purchase a used car there you are covered under the Philadelphia Used Car Lemon Law. Under this law a used car purchaser has up to 72 hours from the time he or she purchases the used car to have it inspected by a mechanic. If a major structural defect is found or the car is unable to pass safety or emissions inspections the buyer can either return it for repair or get a full refund so long as the car is returned within 72 hours from the time it was purchased.

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**REMEMBER.** The law often changes. Each case is different. This pamphlet is meant to give you general information and not to give you specific legal advice.

*Please use the information found in this brochure carefully since the law is constantly changing and the information may not accurately reflect any changes in the law that occurred following the creation and publication of the brochure.*

**Pennsylvania Legal Aid Network, Inc.**  
118 Locust Street  
Harrisburg, PA 17101  
(800) 322-7572  
[www.PALegalAid.net](http://www.PALegalAid.net)

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# Buying or Repairing a Car

**Public Information Pamphlet #6**

*Are there rules about how cars can be advertised for sale?*

*How can I get a good deal when I buy a car?*

*Can I cancel a contract for a car after I sign it?*

*Are there any minimum standards that vehicles sold in Pennsylvania must meet?*

**Pennsylvania  
Legal Aid Network**

The Pennsylvania Legal Aid Network of civil legal aid programs provides help for people who have no place else to turn



# Buying or Repairing a Car

Public Information Pamphlet #6

■ **PENNSYLVANIA LAWS** help protect you if you buy a new or used car or have one repaired. Here are things you should know.

## ***Are there rules about how cars can be advertised for sale?***

There are many restrictions on how a dealer can advertise cars for sale. For instance, a dealer cannot advertise a car unless it really is for sale. Also, a dealer cannot advertise a car as being "sale-priced" unless the sale price is lower than the regular price. The advertised price must include the usual charges for delivery of the car, including freight, handling and preparation charges, and the minimum basic equipment that usually goes with the car. If you were misled by an advertisement, the dealer may have violated the law.

## **How will I know what rights I have as a purchaser of a used car?**

Federal law requires any dealer selling more than 5 cars per year to include a buyer's guide with every used car they sell. This buyer's guide must include sections telling you:

- whether the vehicle is being sold "as is" or with a warranty.
- what percentage of the repair costs a dealer will pay under the warranty.
- that spoken promises are difficult to enforce.
- to get all promises in writing.

- to keep the buyers guide for reference after the sale.
- the major mechanical and electrical systems on the car, including some of the major problems you should look out for.
- to ask to have the car inspected by an independent mechanic before you buy.

## ***How can I get a good deal when I buy a car?***

Don't let the salesperson talk you into buying a car that you can't afford. If you buy a car and can't make the payments, the car will be repossessed and you will have to pay the difference between what you still owe and the resale price. So you should shop around. Call or visit several dealers and get firm prices on several cars before you buy.

If you are buying a car on credit, the dealer is required to give you a written statement of the credit terms before you agree to them. This statement must include the cash price, the down payment, the finance charge, the annual percentage rate, and the amount of your payments. Watch out for extra charges added to the cash price. The dealer may try to sell you insurance or a service contract. These are often overpriced and you do not have to buy them.

Check with several local banks or credit unions to see what credit terms they could give you before you arrange credit through the dealer. Low financing rates that dealers advertise— like "2.9% financing"—are often teaser rates that you can only get if you do not get a cash discount on the car.

## ***Can I cancel a contract for a car after I sign it?***

As a general rule you cannot get out of a contract to buy a car after you have signed it. Never sign a purchase order or a contract for a car unless you are sure you want to buy it and can afford it.

You may cancel a contract for a car if the car is not delivered within eight weeks or the time agreed upon. In some circumstances you may revoke your acceptance of a car if it is not in the condition bargained for, but you should see an attorney if you want to do this.

## ***Are there any minimum standards that vehicles sold in Pennsylvania must meet?***

Pennsylvania law states that every vehicle offered for sale must be roadworthy. It is also illegal for a dealer to sell you a car without informing you of the following problems if the seller knows or should know that they exist:

- a cracked or twisted frame
- a cracked engine block or head
- bad transmission
- bad differential
- flood damage
- the car won't pass state inspection

These rules apply to both new cars and used cars and even to cars that are sold "as is."

Pennsylvania also has a "Lemon Law," but it applies only to new cars that are purchased and registered in Pennsylvania. It gives car buyers special rights when a new car does not measure up to its warranty.

## ***Can a dealer sell a car without a warranty?***

Yes. New cars are almost always sold with a warranty, but with used cars there is often only a short warranty or no warranty at all. But even if there is nothing in writing, there may be an implied warranty that the car is fit to drive.

When a car is sold "as is," it means that there are no written warranties or implied warranties. However, you may still be able to force the dealer to fix the car:

- if the dealer told you things about the car's condition that turn out not to be true, or
- if the car has one of the problems listed in the previous section.