



- Home
- Weather
- Local News
- u local
- National News
- Sports
- Traffic
- Health
- Project Economy
- Politics
- Team 4 Investigates
- Consumer
- Tech
- Entertainment
- Irresistible
- Community
- Get Headlines Sent To Your Email Or Phone

SEARCH Search

Site Web Yellow Pages GO

Hot Topics:

- [Santa Tracker](#)
- [Facebook](#)
- [Holidays](#)
- [Travel](#)
- [Winter Classic](#)
- [Steelers](#)
- [Recalls](#)
- [As Seen On WTAE](#)
- [Homepage](#) > [Call 4 Action](#)

Enter Email GO

- MARKETPLACE**
- Holidays
 - Advertise With Us
 - Local Coupons
 - Highmark Healthy High 5
 - Live Well, Live Long
 - Automotive
 - Family
 - Dating
 - Jobs
 - Real Estate
 - House and Home
 - Education
 - Travel
 - Grow Your Business

Call 4 Action: Your Car Questions Answered

POSTED: 1:37 p.m. EST November 19, 2003
UPDATED: 7:48 p.m. EST November 21, 2003

[Email](#) [Print](#)
[Recommend](#) 0



Call 4 Action reporter Susan Koeppen gets lots of automotive complaints from Action News viewers, along with questions about what rights they have under the law.

Here are some of the questions you e-mailed to us, with answers from the Lemon Law firm of [Kimmel & Silverman](#) in downtown Pittsburgh. Answers provided are for informational purposes and are not to be construed as legal advice.

1. From Christine F: I own a 1999 Jeep Grand Cherokee that I bought used in 2001. I have had nothing but trouble with it since I bought it. I have taken it back to the dealer I bought it at, another dealer and an independent garage. These visits number at least eight times. None of them can identify the problem. The second dealership told me I have no Lemon Law rights as I bought it used. Is this true? Am I stuck with the problem until I trade?

Answer: Unfortunately, the Lemon Law does not cover used cars, however you may still have rights under a Federal law known as the Magnuson Moss Warranty Act. If you have a car, or any product for that matter, that has a manufacturer's warranty and a problem exists which can't be fixed after a reasonable number of repair attempts, you have the right to seek remedy from the manufacturer. Like the Lemon Law, the Mag Moss Act has a fee-shifting provision, where if you win, the manufacturer must pay all attorney fees and legal costs. If we take a case like this and for some reason, we do not prevail,



- [Most Read](#)
- [Most Watched](#)
- [Most Commented](#)

- [Owner Loses Everything In Bowling Alley Fire](#)
- [Pa. State Trooper Targeted by Lottery Scam](#)
- [Finding The Best Post-Christmas Deals](#)
- [Port Authority Driver Punched By Passenger](#)
- [» More Most Popular](#)

Pictures In The News

- [Kanye West Top 10 Songs Of 2010](#)
- [SKorea Holds Massive New Military Drill](#)
- [Arizona Road Trip Right In All Seasons](#)

there is no charge either so in the worst case scenario, you are back where you started.

The key here is to make sure that you had a consistent type of problem occur at least three times under warranty. It does not have to be the exact same problem, but the problems need to be connected. I am not concerned with the problems that were fixed at an outside mechanic, because by that point the warranty had run out and the manufacturer has no further legal responsibility.

The Mag Moss Act is also the same Law we use for cars that that have problems but fall outside of the provisions of the Pennsylvania Lemon Law. For more information, visit www.lemonlaw.com or another consumer site such as www.lemonlawamerica.com or www.autopedia.com. The remedy being sought under the Law is based upon the severity of the problems. It does sound like you may have a claim. I would collect all your invoices first, and then contact a consumer attorney.



2. From Linda H.: I watched with interest your alert on Wednesday evening. I purchased a used 2000 Sunfire in September 2002 ... there was an odor, which they attributed to smoke; so they performed something called an "ozone treatment". The smell seemed to let up, but was masked by the ozone smell. This past summer after all the rains, the horrible smell turned into a vengeance.....my daughter would just pull in the driveway and we could smell the car inside our home! Even her clothes and bookbag would smell! They again treated it, but to no avail. I and my husband stripped this car down to the bare metal and found two water leaks. They supposedly fixed them and installed used carpeting and used seats from another Sunfire and also "ozoned" it again. This was in September. There is still a smell and they tell me it will dissipate over time. My questions for you: Will this smell ever go away? And also, what are my rights under the Lemon Law being that it was bought used?

Answer: Again, with used cars, the Lemon Law does not apply, but we could be looking at another Mag Moss claim, if you were under the GM warranty when these repairs were made. We can't answer whether or not the smell will go away. We are familiar with the treatment being provided and we are not as optimistic about its success. Please visit www.lemonlaw.com/breakmold.html for more information about what to do if you encounter a water leak or a moldy smell.

3. From tcusick: We have a 2001 Ford Focus that emits a mildew odor when turning on the defroster. I have returned the car to the dealer's service area several times with this complaint and they can't seem to find the problem. They have sprayed the vents with something like Lysol and the smell disappears for a month or so and then it comes back. My wife suffers with COPD and it is a great concern to us.

Answer: We are quite familiar with the smell you are discussing. Depending on when this problem occurred, we could be looking at a Lemon Law claim. The PA Lemon Law says that if you have a substantial impairment of use, value or safety which was subject to repair during the first 12 months or 12,000 miles (whichever comes first) and it has not been repaired after a reasonable number of attempts, you have a presumptive right to recover under the Law. If it happened after the 12 months/12,000 mile period, the Magnuson Moss Act and possible breach of warranty claims would be the statutes to apply. For more information on the Pennsylvania Lemon Law, you can go to www.lemonlaw.com/pastatute.html. Provided you have all of your repair invoices which illustrate what you are saying, you may want to contact a consumer attorney.

4. From baling100: I have a 2002 PT Cruiser purchased new in June '02. By August of that year, I had added almost 2 quarts of oil and had driven it less than 800 miles. The dealer's mechanic said it must not have had enough oil to begin with and not to worry. The problem continued and later that winter, the mechanic replaced a valve cover. That did not solve the problem because I still have to put 1-2 quarts into it between oil changes. I have asked the dealership to fix it at least 4 times and the mechanic has not been able to find the source of the problem. The last time the mechanic took out the engine and still didn't find the problem. He called the Chrysler company and was told that he didn't need to fix my car because it is considered normal for a car to consume 1-2 quarts between changes. They maintain that the car has to consume 3 quarts every 3000 miles to be considered excessive. I have to constantly check my oil, and know of no other car that requires this kind of continual oil maintenance. I am

concerned that this problem will worsen as the vehicle ages.

Answer: Oil consumption problems are very difficult to prove, absent some engine part failure associated with it. If, engine problems arise, or if your check oil light or check engine light has been on 3x and you have proof that you have maintained your vehicle properly, you may have a good claim. I would suggest keeping a highly detailed log of the situation and also making sure you have your oil change receipts from the time you purchased the car. This way, you can protect yourself if the problem does get worse with age. Good luck to you.

5. From Tammy: Hi! I have a 2002 Pontiac Grand Am with 8500 miles on it. I bought it new but ever since I got it, it has been in and out of the shop about 20 times. For things such as water leaking, first on drivers side, then the passenger side. (the floor was full of water) I've had the regulators replaced Twice in both of my windows. (they would drop into the door on their own!) Speaker keeps blowing out because of internal speaker failure. My brakes have been grinding and pulsating ever since I got it. First they resurfaced the front rotors, that didn't work so they resurfaced the back, few miles later still grinding so they replaced all four rotors. Still making a grinding noise but they claim that it's a normal sound? I took it in on two other occasions complaining that the brakes were pulsating and grinding, but the mechanic said he could not duplicate the noise. I was driving down 28 one day and my steering wheel started to shake pretty bad. They performed a front wheel alignment. I contacted Pontiac and it's only been a run around from the start. They stated that since the problem was fixed there is nothing they can do. I am concerned about mine and everyone else's safety. I feel this vehicle is a lemon! When I went to purchase a new vehicle, I was expecting a vehicle that I could depend on and not have to worry about fixing maybe for the next three years or so. I work seven days a week, so naturally I lost time at work etc. It was very inconvenient to drive to the dealership to have it fixed 45 minutes away every few months or so. I didn't think I would have this many problems with a brand new car. Can you help?

Answer: Tammy, it sounds as though you have a strong claim on your hands. In addition to the 12/12 rule we spoke of, if your car is in the shop for 30 days or more in the first year, you have the right to seek remedy under the Law. You also have problems that you have been back three times for. I would consult a consumer attorney as soon as possible. Visit www.lemonlaw.com, www.lemonlawamerica.com or www.autopedia.com for more information. Also, it is important for you to know that if your car is under a manufacturer's warranty, you can take your car to any authorized manufacturer's dealership. It does not have to be the dealer where you purchased the car. This is a common misconception. So, if you have a Pontiac dealer closer to you, by all means, use them.

6. From Richard L.: I have a 2001 GM car with 18,000 miles on it. I purchased it new. In June of this year it developed a musty smell. I took it to the dealership that I purchased it from and they sprayed it with "something". To make a long story short tomorrow will be the 4th time I have had it back to the dealership. What legal rights do I have?

Answer: Again, this is another situation where you may be able to seek remedy under the aforementioned Magnuson Moss Warranty Act. Consult a consumer attorney.

7. From Dave: I leased my 1999 Blazer in November of 2000. It's been maintained well, by me. Problems started in March of 2002. It had 4 fuel pumps, a gas tank, ball joints, heater stopped working, gas gauge stopped working, 4 wheel drive stopped working. At this point I already started complaining to the dealership. I was basically told that it was my problem. I would have to finish paying for the lease which is not over until November 2005. October 2003 the engine went. I complained again to no avail. At this point I have spent about \$2,850.00. The garage that worked on the engine told me that there were covers, clips, fasteners missing/broken, ground wire was loose, radiator/heater was clogged etc. As it turns out, the people that repaired my car before I took it to have the engine replaced by another garage, was the dealership where I leased it.

I leased the car it had 27,000 miles. When the engine blew it had 61,000 miles. The dealership told me the warranty was up at 30,000 miles. I feel that they knew that this car already had a lot wrong with it.

The question is, what are they required to do for me?

Answer: Dave, it sounds like you have had a lot of problems and I am sorry to hear about them. First and foremost, I would recommend for next time, that you never lease a used vehicle, especially if the warranty expires 3,000 miles after you purchase it. Once the warranty is up, the responsibility falls upon you and that's the sad part. How many of these repairs were covered under the manufacturer's warranty? If the answer is several, there may be grounds for Magnuson Moss. If the answer is none, then you are on your own. There are parts warranties and should also be warranties on the services you having done. If these problems continue to exist, discuss these warranties with your mechanic.

8. From V.J.: I purchased a 2002 Mazda Tribute in November 2001. So far it has logged over 60 days in the repair shop for numerous problems. I have had problems with:

Rear windshield wiper not contacting the rear windshield properly- numerous visits
Wind noise through the windows on the highway -numerous visits
Fluid leaks (turned out to be Master Cylinder) 2 visits 4 days
Noises in the rear end- Wheel bearings replaced 1 visit 3 days
AirBag light remained on Break light remained on
Stalling while car in motion-Kept car for 11 days on second visit
Electric Window switch not operating window and the list goes on.

I contacted Mazda by letter over a year ago. Consumer Compliance requested more information to which I complied. To make a long story short they made a verbal offer to give me an extended warranty but nothing has been given in writing. I met with the District Manager in July. He said that the extended warranty was all they would do but nothing still has been given to me in writing. What I want is another car as this one is not reliable. The District Manager felt that since I was provided with a rental at no charge that my inconvenience was, in their eyes, negligible. He said retuning a car is not the same as returning a pair of shoes to Kaufmanns.

I have most of my repair receipts and all correspondence with Mazda. I, also, have a copy of the work orders from the Dealership records. I find it hard to believe that I purchased a new car for the reliability factor and I have spent so much time at the dealership that even the people in the canteen know me.

Answer: Your summary points out why it is not easy for a consumer to enforce the Lemon Law without an attorney. The facts indicate a strong claim and you should contact a consumer attorney immediately. Visit the aforementioned on-line resources. While it is a legal process and there are no guarantees, it appears that you would be entitled to a far better remedy than an extended warranty and there are no out-of-pocket legal expenses so you have nothing to lose.

9. From panamapete65: Who would I contact to have a car tested for bacteria? There was a leak in the car which allowed water to come in. The leak was fixed at the dealership, but the car still smells musty inside. The dealership did not replace the carpet, and padding underneath it, from what I was told is where(the padding)is where the mold will form. This is my mother's car and she is 77 years old, and has some medical residuals I believe from it.

Answer: If the car is still under warranty, and the smell is still there, it must go back until they address this smell problem. Again, visit www.lemonlaw.com/breakmold.html for more information on this. You have rights. It is important to use them. If the problem continues after three total attempts under warranty to fix the leak/smell, consult a consumer attorney. Unfortunately, if the car is no longer under warranty, there is no responsible party.

Copyright 2003 by ThePittsburghChannel. All rights reserved. This material may not be published, broadcast, rewritten or redistributed.

 Recommend  Sign Up to see what your friends rec

Links We Like

ADVERTISEMENT

Get More from 4



[Premier Laser Spa of Pittsburgh](#)

Sign up TODAY and get a \$250 off coupon for any laser service at Premier Laser Spa of Pittsburgh. [More Â»](#)



[Premier Laser Spa of Pittsburgh](#)

Sign up TODAY and get a \$250 off coupon for any laser service at Premier Laser Spa of Pittsburgh. [More Â»](#)

THEPITTSBURGHCHANNEL.COM

Sections

[Home](#)

[Local News](#)

[National News](#)

[Weather](#)

[Entertainment](#)

[Sports](#)

[Most Popular](#)

Station

[WTAE Jobs](#)

[About WTAE](#)

[Project Bundle-Up](#)

[Contact Us](#)

[Captioning Contacts](#)

[News Team](#)

[Advertise](#)

Services

[u local](#)

[Video](#)

[Email Alerts](#)

[Mobile](#)

[RSS](#)

[Pittsburgh Yellow Pages](#)

Spotlights

[Links N'@](#)

[Call 4 Action](#)

[Plugged In](#)

[Recipes](#)

[Now See This](#)

[My Life](#)

Partners

[Hearst Television](#)

[HighSchool Playbook](#)

[ABC](#)

[CNN](#)

[Pa. Lottery](#)

[Make ThePittsburghChannel.com Your Homepage](#)

HEARST *television inc*  **Internet Broadcasting** 

© 2010, Hearst Stations Inc. on behalf of WTAE-TV.

[Click here for the privacy policy, terms of use.](#)

[Click here for advertising information.](#)

[Microsoft MapPoint Terms of Use](#)

[Microsoft Privacy Statement](#)

[See All Internet Broadcasting Sites](#)

[Yellow Pages](#)

[Site Map](#)