

OHIO LEMON LAW SUMMARY

| EXECUTIVE SUMMARY | |
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| TIME PERIOD FOR FILING CLAIMS | Five years from the date of the vehicle's original delivery to the consumer. To file in court, time does not run while consumer participates in informal dispute settlement procedure. |
| ELIGIBLE VEHICLE | Passenger car, a noncommercial motor vehicle, or those parts of any motor home that are not part of the permanently installed facilities used for cold storage, cooking, eating and sleeping. |
| ELIGIBLE CONSUMER | (1) Purchaser , other than for purposes of resale, of a motor vehicle; (2) any lessee of a motor vehicle for 30 days or more while title remains in the name of a person other than the user; (3) any person to whom the vehicle is transferred during the duration of the manufacturer's written vehicle warranty; and (4) any other person entitled by the terms of the warranty to enforce the warranty. Appears to cover subsequent transferee if acquired during warranty period. |
| TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE | Earlier of one year following original delivery or the first 18,000 miles. |
| TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR | One year following date of original delivery or the first 18,000 miles of operation, whichever comes first. |
| PRESUMPTION OR DEFINITION | Definition: during earlier of one year following original delivery or the first 18,000 miles, (1) three or more repair attempts to same nonconformity; (2) out of service for 30 or more calendar days; (3) eight or more repair attempts to any nonconformity; or (4) one or more repair attempts to nonconformity that is likely to cause death or serious bodily injury. |
| NOTICE TO MANUFACTURER | Not specified. |
| FINAL OPPORTUNITY TO REPAIR | Not specified. |
| REASONABLE ALLOWANCE | No reasonable allowance for use. |
| DISPUTE RESOLUTION | Before obtaining lemon law remedies, must resort to manufacturer's program if it is certified and consumer adequately notified. |
| DISCLOSURE TO SUBSEQUENT PURCHASER | Yes. |
| TITLE BRANDING | Yes. |

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| 1. Citation | Ohio Rev. Code Ann. §§ 1345.71 through 1345.78; Ohio Admin. Code §§ 109:4-4-01 through 109:4-5-06. |
| 2. Motor vehicle covered | <p>Covers (1) a passenger car, (2) a noncommercial motor vehicle, or (3) those parts of any motor home that are not part of the permanently installed facilities used for cold storage, cooking, eating and sleeping.</p> <p>A “passenger car” is any motor vehicle that is designed and used for carrying not more than nine persons and includes any motor vehicle that is designed and used for carrying not more than fifteen persons in a ridesharing arrangement. Guidance from the Attorney General’s Office indicates that a pick-up truck used exclusively for business purposes is not covered by the lemon law.</p> <p>A “noncommercial motor vehicle” is any motor vehicle, including a farm truck, that is designed by the manufacturer to carry a load of no more than one ton and is used exclusively for purposes other than engaging in business for profit.</p> |
| 3. Consumer covered | <ul style="list-style-type: none"> (1) The purchaser, other than for purposes of resale, of a motor vehicle; (2) Any lessee of a motor vehicle for 30 days or more while title remains in the name of a person other than the user; (3) Any person to whom the vehicle is transferred during the duration of the manufacturer’s written vehicle warranty; and (4) Any other person entitled by the terms of the warranty to enforce the warranty. |
| 4. Nonconformity defined | <p>A defect or condition that:</p> <ul style="list-style-type: none"> (1) Substantially impairs the use, value, or safety of a motor vehicle to the consumer; and (2) Does not conform to the express written warranty of the manufacturer or distributor. |
| 5. Warranty defined | “Express warranty” and “warranty” mean the written warranty of the manufacturer or distributor of a new motor vehicle concerning the condition and fitness for use of the vehicle, including any terms or conditions precedent to the enforcement of obligations under that warranty. |
| 6. Lemon law rights period | Not specified. |
| 7. Manufacturer’s obligation to repair | If a vehicle does not conform to the manufacturer’s written new vehicle warranty and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the period of one year following the date of original delivery or during the first 18,000 miles of operation – whichever is earlier – the manufacturer, its agent or authorized dealer must make any repairs necessary to conform the vehicle to the warranty. Repairs must be made even after the expiration of the one year or 18,000 mile period. |
| 8. Manufacturer’s obligation to repurchase or replace | If the manufacturer or dealer is unable to conform the vehicle to the manufacturer’s written vehicle warranty by repairing or correcting any nonconformity after a reasonable number of repair attempts, the manufacturer must (at the consumer’s option) replace the vehicle with a new vehicle acceptable to the consumer or repurchase the vehicle. |
| 9. Criteria for reasonable number of repair attempts | <p>The lemon law establishes a presumption for determining whether the manufacturer had a reasonable number of attempts to repair. However, case law interprets the lemon law’s presumption as establishing a definition that a reasonable number of repair attempts has been made if, during the period of one year following the date of original delivery or during the first 18,000 miles of operation, whichever is earlier, any of the following occurs:</p> <ul style="list-style-type: none"> (1) Substantially the same nonconformity has been subject to repair three or more times and either continues to exist or recurs; (2) The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days; (3) There have been eight or more attempts to repair any nonconformity; or (4) There has been at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs. |

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| 10. Notice of nonconformity and final opportunity to repair | Not specified. |
| 11. Affirmative defenses | It is an affirmative defense that the nonconformity is the result of abuse, neglect, or unauthorized modification or alteration of the passenger motor vehicle by anyone other than the manufacturer, its agent or authorized dealer. |
| 12. Refund | <p>Purchased Vehicle</p> <p>Refund consists of:</p> <ol style="list-style-type: none"> (1) The contract price for the motor vehicle, including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation and delivery charges; (2) All finance, credit insurance, warranty and service contract charges incurred by the consumer; (3) All sales tax, license and registration fees, and similar government charges; (4) All incidental damages, including but not limited to any reasonable fees charged by the lender for making or canceling the loan; and any expenses incurred by the consumer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging. <p>Refunds must be made to the consumer, or jointly to the consumer and any lienholder that appears on the face of the certificate of title. The lienholder may deduct the balance owing to it, including any fees charged for canceling the loan, and must immediately remit the balance, if any, to the consumer and cancel the loan.</p> <p>Leased Vehicle</p> <p>Refund consists of:</p> <ol style="list-style-type: none"> (1) Capitalized cost reduction, security deposit, taxes, title fees, all monthly lease payments, the residual value of the vehicle, and all finance, credit insurance, warranty, and service contract charges incurred by the consumer; and (2) All incidental damages, including but not limited to any reasonable fees charged by the lessor for making or canceling the lease; and any expenses incurred by the consumer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging. <p>Refunds must be made jointly to the consumer and lessor. The lessor may deduct the balance owing to it, including any fees charged for canceling the loan, and must immediately remit the balance, if any, to the consumer and cancel the lease.</p> |
| 13. Replacement | Replacement is a new motor vehicle acceptable to the consumer. |
| 14. Reasonable allowance | No reasonable allowance for use. |
| 15. Refund of sales tax | Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state. |
| 16. Enhanced damages | Not specified. |
| 17. Attorney's fees | In an action under the lemon law, the consumer is entitled to recover reasonable attorney's fees and all court costs. |
| 18. Statute of limitations | An action must be commenced within five years of the date of the vehicle's original delivery. The statute of limitations does not run for the period beginning on the date that a complaint is filed with an informal dispute settlement mechanism and ending on the date of the mechanism's decision. |

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| <p>19. Manufacturer-sponsored arbitration</p> | <p>The lemon law provisions authorizing a civil action under the lemon law do not apply to a consumer who has not first used an informal dispute settlement mechanism if:</p> <p>(1) The mechanism qualifies under rules promulgated by the Attorney General; and</p> <p>(2) The consumer receives timely notification, in writing, of the availability of the mechanism, along with a description of its operation and effect.</p> <p>If a qualified mechanism does not exist, if the consumer is dissatisfied with the decision produced by a qualified mechanism, or if the manufacturer, its agent or authorized dealer fails to promptly fulfill the decision, the consumer may bring a civil action in court.</p> |
| <p>20. State-sponsored arbitration</p> | <p>Not specified.</p> |
| <p>21. Dealer liability</p> | <p>Nothing in the lemon law imposes any liability on a new motor vehicle dealer or creates a cause of action by a consumer against a dealer.</p> |
| <p>22. Restrictions on resale of returned vehicles</p> | <p>“Buyback” means a motor vehicle that has been replaced or repurchased by a manufacturer as the result of a court judgment, a determination of an informal dispute settlement mechanism, or a settlement agreed to by a consumer regardless of whether it is in the context of a court, an informal dispute settlement mechanism, or otherwise, in Ohio or any other state, in which the consumer has asserted that the motor vehicle does not conform to the warranty, has presented documentation to establish that a nonconformity exists pursuant to the lemon law, and has requested replacement or repurchase of the vehicle.</p> <p>If a new motor vehicle was returned under the provisions of any state’s lemon law because of a nonconformity likely to cause death or serious bodily injury if the vehicle is driven, the motor vehicle may not be sold, leased, or operated in Ohio.</p> <p>Any other buyback may not be resold or leased in Ohio unless each of the following applies:</p> <p>(1) The manufacturer provides the same express warranty that was provided to the original consumer, except that the term of the warranty must be the greater of (a) 12,000 miles or twelve months after the date of resale, whichever is earlier; or (b) the remaining term of any manufacturer’s original warranty.</p> <p>(2) The manufacturer provides to the consumer, either directly or through its agent or its authorized dealer, and prior to obtaining the signature of the consumer on any document, a written statement on a separate piece of paper, in ten-point type, all capital letters, in substantially the following form listing each defect or condition on a separate line:</p> <p>WARNING: THIS VEHICLE PREVIOUSLY WAS SOLD AS NEW. IT WAS RETURNED TO THE MANUFACTURER OR ITS AGENT IN EXCHANGE FOR A REPLACEMENT VEHICLE OR REFUND AS A RESULT OF THE FOLLOWING DEFECT(S) OR CONDITION(S):</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>.....</p> <p>DATE BUYER’S SIGNATURE</p> <p>A manufacturer that takes possession of a buyback must obtain the certificate of title from the consumer, lienholder, or the lessor. The manufacturer and any subsequent transferee, within thirty days and prior to transferring title to the buyback, must deliver the certificate of title to the clerk of the court of common pleas to apply for a certificate of title for the buyback. The clerk will issue a BUYBACK certificate of title for the vehicle. Every subsequent certificate of title, memorandum certificate of title, or duplicate copy of a certificate of title or memorandum certificate of title issued for the buyback also must also be a BUYBACK title.</p> <p>Any manufacturer that applies for a certificate of title for a buyback must clearly and</p> |

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| | unequivocally inform the clerk to whom application is submitted that the motor vehicle is a buyback and that the manufacturer, its agent, or its authorized dealer is applying for a BUYBACK certificate of title for the motor vehicle and not a certificate of title. |
| 23. Point of sale notice of lemon law rights | <p>Lemon Law</p> <p>At the time of purchase, the manufacturer, either directly or through its agent or its authorized dealer, must provide to the consumer a written statement on a separate piece of paper, in 10 point type all capital letters, in substantially the following form:</p> <p>IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION.</p> <p>In the case of a leased motor vehicle, the written statement described in this division must be provided to the consumer by the manufacturer, either directly or through the lessor, at the time of execution of the lease agreement.</p> <p>Regulations</p> <p>The manufacturer must disclose clearly and conspicuously the following information on the face of the written warranty and on a sign posted in a conspicuous place within that area of the dealership to which consumers are directed by the manufacturer:</p> <ol style="list-style-type: none"> (1) A statement of the availability of the informal dispute settlement procedure; (2) The procedure's name, address, and toll-free telephone number; (3) A statement of the requirement that the consumer resort to a qualified board before initiating a legal action under the act, together with a disclosure that, if a consumer chooses to seek redress by pursuing rights and remedies not created by the act, resort to the board would not be required by any provision of the act. This statement will be deemed to be disclosed if the warrantor or the warrantor's agent either posts a sign in a conspicuous place, or gives the consumer a separate form at the time of the initial face-to-face contact, which clearly and conspicuously contains the following language in boldface ten point type: <p style="text-align: center;">NOTICE</p> <p style="text-align: center;">OHIO LAW REQUIRES YOU TO USE A QUALIFIED ARBITRATION PROGRAM BEFORE SUING THE MANUFACTURER OVER NEW CAR WARRANTY DISPUTES. FAILURE TO ARBITRATE YOUR CLAIM MAY PRECLUDE YOU FROM MAINTAINING A LAWSUIT UNDER SECTION 1345.75 OF THE REVISED CODE.</p> (4) A statement, if applicable, indicating where further information about the procedure can be found in materials accompanying the motor vehicle. |
| 24. Limitation on waiver | Not specified. |

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