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★ OHIO ATTORNEY GENERAL ★

OHIO LEMON LAW — A GUIDE TO YOUR RIGHTS —





WHAT IS A LEMON?

A lemon is a new motor vehicle that has one or more problems, covered by the warranty, that substantially impair the use, value or safety of that vehicle. The problems must occur within the first year or first 18,000 miles, whichever comes first.

The Lemon Law applies to passenger cars, motorcycles and other noncommercial motor vehicles, that are designed to carry no more than a one-ton load and are used exclusively for personal use.

OHIO'S LEMON LAW

You are covered by Ohio's Lemon Law if the problems with your new motor vehicle occurred in the first 12 months or first 18,000 miles, whichever comes first. If you have problems with your vehicle during this protection period, take the vehicle back to the dealer or the manufacturer and ask them to fix it. The manufacturer must be given a reasonable opportunity to fix the problem.

If the problem is not corrected, you might be eligible for a refund or replacement. You are covered by the Lemon Law even if the problem was discovered late in the protection period, and the repair attempts may extend beyond the protection period.

HOW CAN I PROTECT MYSELF?

If you buy a new vehicle, take the following precautions in case it turns out to be a lemon. Doing so will cost you nothing. But not doing so could cost you thousands of dollars.

- Keep good records. Your best protection is to maintain a complete, accurate maintenance history.
- Keep all warranty and repair orders. Each order should contain a fully itemized list of repairs, the cost of repairs (if not covered under warranty) and the length of time the car was in the shop. Check every work order you receive to make sure it includes all this information, even if the work was done under warranty.
- Write down your vehicle's problems and defects. Give a copy of the list to the service person at the dealership. Each time you take your car in for a repair, describe any recurring problems the same way.
- Read and understand your owner's manual. Follow all the maintenance requirements. If the manufacturer can show that you have not maintained your car properly, you might not be eligible for a refund or replacement.

If you buy a used car, check the vehicle's history to see if it has been branded a lemon. Check with the Ohio Bureau of Motor Vehicles at www.bmv.ohio.gov and the National Motor Vehicle Title Information System at www.nmvtis.gov. The Lemon Law protections generally do not apply to used cars unless the vehicle is less than one year old or has less than 18,000 miles, whichever comes first.

HAS THE MANUFACTURER HAD A REASONABLE OPPORTUNITY TO REPAIR THE VEHICLE?

If you can answer "yes" to any of the following four questions, the manufacturer is presumed to have had a reasonable opportunity to repair your vehicle under Ohio law.

In the first year or first 18,000 miles, whichever occurs first:

- Have three or more attempts been made to repair one problem and then the problem either continues to exist or occurs again?
- Has the vehicle been in the shop for a cumulative total of 30 days or more?
- Have eight or more attempts been made to fix different problems?
- Has one unsuccessful attempt been made to fix a problem that could cause death or serious injury?

If you answered “yes” to at least one of these four questions, you have the legal right to ask the manufacturer to replace the lemon or refund the entire purchase price.

HOW CAN I REQUEST A REFUND OR REPLACEMENT OF MY LEMON?

To request a replacement or refund, send a certified letter to the manufacturer. You can find the address in your owner’s manual, or you can ask your auto dealer.

In your letter, list the problems you have had with the car, what attempts have been made to correct them and your Vehicle Identification Number (VIN), which can be found on your purchase contract. Finally, indicate whether you want a replacement of the vehicle or a refund of the full purchase price. Keep a copy of the letter for your records.

WILL THE MANUFACTURER REFUND THE FULL PURCHASE PRICE OF THE VEHICLE?

Once it is clear that your vehicle has not been fixed, the manufacturer may, at your option, give you a new vehicle or refund the full purchase price. That price includes all of the following:

- The purchase price for the car, plus the costs for transportation, dealer preparation, delivery, dealer-installed accessories and other services.
- The costs for financing and credit insurance as well as any warranty and service contract charges.
- Taxes and any other government charges, including state sales tax, license fees and registration fees.

Sometimes a manufacturer will agree with your claim and work to replace your lemon as quickly as possible. In most cases, the manufacturer will request an additional opportunity to repair the vehicle.

The manufacturer may try to negotiate a mutually satisfactory resolution with you. The dealer or manufacturer should tell you whether an arbitration program is available to resolve disputes

informally. If you apply for arbitration, you should expect to wait several weeks for your hearing to be scheduled. Keep in mind that arbitration is generally much faster and less formal than a court proceeding, which could take several months or years.

WHAT IS ARBITRATION?

Arbitration allows a neutral third party to make a decision about your case based on the merits of the claim. Most manufacturers participate in some kind of arbitration program.

The Ohio Attorney General’s Office approves arbitration programs that are designed to ensure a fair and timely resolution of the dispute. Some manufacturers’ arbitration programs have been approved by the Ohio Attorney General, but others have not. To learn which manufacturers have approved arbitration programs, contact the Ohio Attorney General’s Consumer Protection Section at **(800) 282-0515**.

If a program has been approved by the Ohio Attorney General, you must go through arbitration before you have the right to file a lawsuit. In approved arbitration programs, you have the right to request an oral hearing of your case. These hearings are frequently conducted by a telephone conference call for the convenience of all parties.

You can find information from your dealer or in the warranty materials explaining how to apply for arbitration. Whether the arbitration program has been approved or not, decisions reached through arbitration are not binding on consumers unless the consumer agrees to accept the decision.

SHOULD I TAKE MY CASE TO COURT?

If the manufacturer does not have an arbitration program approved by the Ohio Attorney General, or if you are unhappy with the outcome of the arbitration, you may want to take your case to court. You can file a civil suit to recover the total cost of the vehicle and any attorney fees you have incurred as long as the suit is filed within five years of the delivery of the vehicle.

WHAT ARE THE RESPONSIBILITIES OF THE MANUFACTURER AND THE DEALER?

Manufacturers must provide the following written statement to all new car buyers to explain their legal rights under Ohio's Lemon Law:

IMPORTANT: *If this vehicle is defective, you may be entitled under state law to a replacement or to compensation.*

Dealers must give you a fully itemized written work order each time you take your vehicle in for repairs or services, even if the work is paid for under the manufacturer's warranty. Work orders must list all of your concerns, the work performed or attempted, what parts were used and the cost for parts and labor.

DOES THE LEMON LAW APPLY TO USED CARS?

Ohio's Lemon Law does not apply to vehicles more than one-year-old or driven more than 18,000 miles.

CAN RETURNED LEMONS BE RESOLD IN OHIO?

Lemons returned to the manufacturer or dealer can be resold to consumers only under certain conditions. Vehicles that were returned to the manufacturer for a problem that could cause death or serious injury may not be resold in Ohio.

For other returned lemons, the manufacturer must brand the title and provide a warranty, and the used car dealer must provide fair warning notice to consumers.

Branded title: If a manufacturer repurchases a vehicle that the consumer claimed was a lemon, it must "brand" (place a notation upon) the resale title. The notation should say:

BUYBACK: *This vehicle was returned to the manufacturer because it may not have conformed to its warranty.*

Warranty protection: The manufacturer also must provide either a 12-month or 12,000-mile warranty or the balance of the original factory warranty, whichever is greater.

Fair warning notice: Before selling a returned lemon, a used car dealer must provide the following fair warning notice for the buyer to read and sign:

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).*

The notice and warranty are required even if the car was returned as a lemon under the law of another state.

If a manufacturer or its authorized dealer sells you a returned lemon as a used vehicle without providing the notice, warranty and branded title, it could be a violation of Ohio's Consumer Sales Practices Act and you should file a complaint with the Attorney General's Office. You also have the right to file your own lawsuit to recover your money.

IF I BUY A RETURNED LEMON, DO I HAVE THE SAME PROTECTION AS A NEW CAR BUYER?

No, you have different legal protection than a new car buyer. If you buy a returned lemon, you are provided with the fair warning notice, the warranty protection described previously and a branded title to show the buyback. The notice, warranty and title brand serve as your warning that you are buying a vehicle that was returned as a lemon.





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For more information, to report a scam or to schedule a consumer speaker, contact the Ohio Attorney General's office at www.OhioAttorneyGeneral.gov or **800-282-0515**.