

A public hearing will be held by the Office of Attorney General Mike DeWine on Thursday, January 15th, 2015 at 2:00 p.m. in the B-1 Hearing Room of the Rhodes State Office Tower, located at 30 East Broad Street, Columbus, Ohio 43215.

The purpose of the hearing is to solicit comment on amended rule: 109:4-3-15.

109:4-3-15 Motor vehicle rust inhibitors.

(A) It shall be a deceptive act or practice in connection with a consumer transaction for a supplier to represent that an item of goods or a service will prevent, inhibit or retard rusting or corrosion of any part of a motor vehicle if that representation is false.

(B) It shall be a deceptive act or practice in connection with a consumer transaction involving an item of goods or a service that a supplier represents will prevent, inhibit or retard rusting or corrosion of any part of a motor vehicle for a supplier to use the term "rustproofing" in connection with the advertising, the promotion or sale of any such item of goods or a service unless the supplier guarantees that the item of goods or the service will prevent rust or corrosion and agrees in writing to indemnify a consumer who purchases such an item of goods or a service for the actual cost of repairing damage caused by rusting or corrosion of any part of a motor vehicle to which the item of goods or a service has been applied.

(C) It shall be a deceptive act or practice in connection with a consumer transaction involving an item of goods or service that a supplier warrants to prevent, inhibit or retard rusting or corrosion of any part of a motor vehicle for the supplier:

(1) To fail to inform the consumer clearly and conspicuously in writing of all of the terms of any written warranty prior to the time when the consumer enters into a contract for the purchase of any such item of goods or a service;

(2) To fail to honor a warranty claim of a consumer on the basis that the consumer delayed in reporting rust or corrosion to the supplier unless the supplier's time limitation for the presentation of claims is set forth clearly and conspicuously in writing in the warranty;

(3) To fail to repair rust or corrosion damage on the basis that the supplier believes that damage has not become extensive enough to repair;

(4) To fail to honor a warranty claim of a consumer on the basis that the item of goods or the service was provided improperly when the supplier has authorized the person who provided the item of goods or the service to the consumer to issue a warranty on behalf of the supplier;

(5) To fail to honor an otherwise valid warranty claim on the basis that the cost of repairing an area damaged by rust or corrosion is excessive or unreasonable unless the warranty itself expressly reserves to the supplier the right to limit the supplier's obligation in this manner;

(6) To refuse to replace rusted or corroded areas when the supplier's warranty obligates the supplier to make repairs to such areas and methods of repair other than replacement of the rusted or corroded area

will not restore the rusted or corroded area to substantially the same condition as it was in prior to being damaged by rust or corrosion;

(7) To fail to honor a warranty claim on the basis that the supplier previously has allowed a different claim on the same warranty, unless a limitation on the number of claims is set forth clearly and conspicuously in writing in the warranty;

(8) To fail to inspect a motor vehicle within thirty days of receiving a consumer's warranty claim for rust or corrosion damage, provided that the consumer makes the motor vehicle available for inspection within that period. Presentation of a claim to a supplier's authorized or franchised dealer or distributor shall constitute receipt by the supplier. The supplier shall provide for inspection of the motor vehicle at a place within the county where the consumer resides, or where the consumer purchased the supplier's goods or services;

(9) To fail to notify a consumer in writing within ten business days of inspecting the consumer's motor vehicle for rust or corrosion damage whether the consumer's warranty claim will be allowed or denied. If a claim is denied, the specific reason for that denial shall be stated in writing. For purposes of this rule, notification is effective upon mailing the supplier's determination on the claim to the last address supplied to the supplier by the consumer or upon personal delivery to the consumer;

(10) To fail to honor a warranty claim because the person who issued the warranty to the consumer on behalf of the supplier provided the consumer with an incorrect warranty;

(11) Who applies the item of goods to any part of a consumer's automobile to fail to provide the consumer, in advance of the application, with a written or pictorial description of the specific areas of the automobile to which the item of goods will be applied.

(D) It shall be a deceptive act or practice in connection with a consumer transaction involving an item of goods or a service that is represented by a supplier to prevent, inhibit or retard rusting or corrosion of any part of a motor vehicle for a supplier to misrepresent the cause or the origin of rust or corrosion of any part of a motor vehicle.

(E) No provision in this rule shall be construed to annul, alter or limit the application of any provision of the "Motor vehicle repairs or services" rule 109:4-3-13 of the Administrative Code or the Federal Trade Commission Improvements Act, 88 Stat. 2183, 15 U.S.C. 2301 et seq. (1975), to any consumer transaction involving the advertising, promotion or sale of any goods or services represented to prevent, inhibit or retard rusting or corrosion of any part of a motor vehicle.

(F) As used in this rule, "motor vehicle" shall have the same meaning as that term is defined in division (B) of section 4501.01 of the Revised Code.

All interested parties are invited to attend the hearing and present oral and/or written testimony. Written comments may also be submitted prior to the hearing to the attention of Amber Aimar, Policy and Public Affairs Section, Office of the Ohio Attorney General Mike DeWine, 30 East Broad Street, Columbus, Ohio 43215, or Amber.Aimar@OhioAttorneyGeneral.gov no later than Wednesday, January 14th, 2015 by close of business.