

# **OHIO'S LEMON LAW**



**Nancy H. Rogers**

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Attorney General  
State of Ohio

## HOW CAN I PROTECT MYSELF?

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If you buy a new vehicle, please take the following precautions just in case it turns out to be a lemon. It will cost you nothing if you do. It could cost you thousands of dollars if you do not.

- **Your best protection is good record keeping and an accurate maintenance history.**
- **Keep all warranty and repair orders.** Each order should contain a fully itemized list of repairs, show what the repairs cost and include the length of time the car was in the shop. *Check every work order you receive to make sure it includes all the 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. Any recurring problems should be described the same way each time you take the car back.
- **Read and understand your owner's manual.** Follow 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.

Once a manufacturer repurchases a vehicle, it must “brand” (place a notation upon) the resale title. The notice should say:

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

If an automaker or its authorized dealer sells a returned lemon as a used vehicle without giving you the notice, the warranty and the branded title, it could be a violation of the Consumer Sales Practices Act. If this is the case, the Attorney General’s Office can file a legal action against the automaker or its dealer for a refund of the purchase price and seek a civil penalty. You also have the right to file your own lawsuit to recover your money.


Part of the 1999 amendments to the Ohio Lemon Law include expanding the definition of a “buyback” to clearly include all vehicles that have been replaced or repurchased by a manufacturer where the consumer asserted that the car was a lemon.

Any vehicle returned to the automaker for a problem that could cause death or serious injury may not be resold in the state of Ohio.

## **WHAT IS A LEMON?**

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A lemon is a new motor vehicle that has a problem or problems, covered by the warranty, that substantially impairs the use, value or safety of that vehicle. If you have had problems with your passenger car,



noncommercial motor vehicle (which is designed to carry no more than a one-ton load and is used exclusively for personal use) or motorcycle during the first year or 18,000 miles, whichever occurs first, you should take it back to the manufacturer or the dealer and ask them to fix it. If they fail to correct the problem(s) after being given a reasonable opportunity to do so, you might own a lemon.

## **OHIO'S LEMON LAW**

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Automakers or dealers must be given a reasonable opportunity to fix the problem, and if the problem is not corrected, you might be eligible for a refund or replacement. You are covered by this law even if the problem was discovered late in the protection period, which is one year from the purchase date or 18,000 miles, whichever occurs first or if the repair attempts extend beyond that period.

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

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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 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 during its first year or 18,000 miles, whichever occurs first?
- 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.**

Send a certified letter to the automaker. You can find the address in your owner’s manual, or ask your auto dealer. In the letter, list the problems you have had with the car, what attempts have been

**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).**

In addition, the automaker must give you a 12-month or 12,000-mile warranty or the balance of the original factory warranty, whichever is greater.

The notice and warranty are required even if the car was returned as a lemon under the law of another state. The notice, warranty and a title brand serve as your warning that you are buying a vehicle returned as a lemon.

## **DO I HAVE THE SAME PROTECTION AS A NEW CAR BUYER?**

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A returned lemon buyer is entitled to different legal protection than a new car buyer. You are provided with the fair warning notice, the warranty protection described previously and a branded title to show the buyback.



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

Dealers are required to 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.

## **IS THERE PROTECTION FOR USED CAR BUYERS?**

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If you are looking at buying a used car, keep in mind that Ohio's Lemon Law does not apply to motor vehicles more than one-year-old or driven more than 18,000 miles.

Also keep in mind that lemons returned to the manufacturer or dealer can be resold to consumers only under certain conditions. A used car dealer must give you the following statement to read and sign before selling you a returned lemon.



made to correct them and your Vehicle Identification Number (VIN), which can be found on your purchase contract. Finally, your letter should indicate whether you want the car replaced or a refund for the full purchase price. Be sure to keep a photocopy of your 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 automaker 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 an automaker 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. They may try to negotiate a mutually satisfactory resolution with you. The manufacturer or dealer should advise you if 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. Informal arbitration is, however, much faster and less formal than a court proceeding.

## **WHAT IS ARBITRATION?**

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Arbitration allows a neutral third party to make a decision about your case based on the merits of the claim. The Attorney General's Office has rules for approval of arbitration programs that are intended to ensure a fair and timely resolution to the dispute.

Most automakers participate in some kind of arbitration program. Some of these have been approved by the Attorney General, but others have not. If a program has been approved by the Attorney General, you must go through arbitration before you have the right to file a lawsuit. Contact the Attorney General's Consumer Protection Section to learn which manufacturers have approved arbitration programs.

You can find information from your dealer or with the warranty materials explaining how to apply for arbitration. For 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.

Whether the arbitration program has been approved or not, decisions reached through arbitration are not binding on the consumer, unless he/she agrees to accept the decision.

## **SHOULD I TAKE MY CASE TO COURT?**

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If the automaker does not have an arbitration program approved by the 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's 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?**

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Manufacturers and dealers are required to provide more information to consumers than ever before. Manufacturers must provide the following written statement to every new car buyer to inform you of your legal rights under Ohio's Lemon Law.

