



Ohio Lemon Law Statute

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Sections 1345.71 to 1345.77 of the Revised Code

Section 1345.71

As used in sections 1345.71 to 1345.77 of the Revised Code:

- A. "**Consumer**" means the purchaser, other than for purposes of resale, of a motor vehicle, any person to whom the motor vehicle is transferred during the duration of the express warranty that is applicable to the motor vehicle, and any other person who is entitled by the terms of the warranty to enforce the warranty.
- B. "**Manufacturer**" and "**distributor**" have the same meanings as in section 4517.01 of the Revised Code, and manufacturer includes a remanufacturer as defined in that section.
- C. "**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.
- D. "**Motor vehicle**" means any passenger car or noncommercial motor vehicle as defined in section 4501.01 of the Revised Code, or those parts of any motor home, as defined in section 4501.01 of the Revised Code, that are not part of the permanently installed facilities for cold storage, cooking and consuming of food, and for sleeping, but does not mean any mobile home as defined in division (O) of section 4501.01 of the Revised Code, recreational vehicle as defined in division (Q) of that section, or manufactured home as defined in division (C)(4) of section 3781.06 of the Revised Code.
- E. "**Nonconformity**" means any defect or condition, which substantially impairs the use, value, or safety of a motor vehicle and does not conform to the express warranty of the manufacturer or distributor.

- F. **"Full purchase price"** means the contract price for the motor vehicle, including charges for transportation, dealer-installed accessories, dealer services, dealer preparation and delivery and collateral charges; all finance, credit insurance, warranty and service contract charges incurred by the buyer; and all sales tax, license and registration fees, and other government charges.

Section 1345.72

- A. If a new motor vehicle does not conform to any applicable express warranty and the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the period of one year following the date of original delivery or during the first eighteen thousand miles of operation, whichever is earlier, the manufacturer, its agent, or its authorized dealer shall make any repairs as are necessary to conform the vehicle to such express warranty, notwithstanding the fact that the repairs are made after the expiration of the appropriate time period.
- B. If the manufacturer, its agent, or its authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition that substantially impairs the use, safety, or value of the motor vehicle to the consumer after a reasonable number of repair attempts, the manufacturer shall, at the consumer's option, and subject to division (D) of this section replace the motor vehicle with a new motor vehicle acceptable to the consumer or accept return of the vehicle from the consumer and refund each of the following:
 - 1. The full purchase price including, but not limited to, charges for undercoating, transportation, and installed options;
 - 2. All collateral charges, including but not limited to, sales tax, license and registration fees, and similar government charges;
 - 3. All finance charges incurred by the consumer;
 - 4. All incidental damages, including any reasonable fees charged by the lender for making or canceling the loan.
- C. Nothing in this section imposes any liability on a new motor vehicle dealer or creates a cause of action by a buyer against a new motor vehicle dealer.
- D. Sections 1345.71 to 1345.77 of the Revised Code do not affect the obligation of a consumer under a loan or retail installment sales contract or the interest of any secured party, except as follows:

1. If the consumer elects to take a refund, the manufacturer shall forward the total sum required under division (B) of this section by an instrument jointly payable to the consumer and any lien holder that appears on the face of the certificate of title. Prior to disbursing the funds to the consumer, the lien holder may deduct the balance owing to it, including any reasonable fees charged for canceling the loan and refunded pursuant to division (B) of this section, and shall immediately remit the balance if any, to the consumer and cancel the lien.
2. If the consumer elects to take a new motor vehicle, the manufacturer shall notify any lien holder noted on the certificate of title under section 4505.13 of the Revised Code. If both the lien holder and the consumer consent to finance the new motor vehicle obtained through the exchange in division (B) of this section, the lien holder shall release the lien on the nonconforming motor vehicle after it has obtained a lien on the new motor vehicle. If the existing lien holder does not finance the new motor vehicle, it has no obligation to discharge the note or cancel the lien on the nonconforming motor vehicle until the original indebtedness is satisfied.

Section 1345.73

It shall be presumed that a reasonable number of attempts have been undertaken by the manufacturer, its dealer, or its authorized agent to conform a motor vehicle to any applicable express warranty if, during the period of one year following the date of original delivery or during the first eighteen thousand miles of operation, whichever is earlier, any of the following apply:

- A. Substantially the same nonconformity has been subject to repair three or more times and continues to exist;
- B. The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days;
- C. There have been eight or more attempts to repair any nonconformity that substantially impairs the use and value of the motor vehicle to the consumer;
- D. 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 continues to exist.

Section 1345.74

- A. At the time of purchase, the manufacturer, either directly or through its agent or its authorized dealer, shall provide to the consumer a written statement on a separate piece of paper, in ten-point type, all capital letters, in substantially the following form: IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION.
- B. The manufacturer or authorized dealer shall provide to the consumer, each time the motor vehicle of the consumer is returned from being serviced or repaired, a fully itemized written statement indicating all work performed on the vehicle, including, but not limited to, parts and labor as described in the rules adopted pursuant to section 1345.77 of the Revised Code.

Section 1345.75

- A. Any purchaser of a new motor vehicle who suffers any loss due to nonconformity of the motor vehicle as a result of failure by the manufacturer, its agent, or its authorized dealer to comply with section 1345.72 of the Revised Code, may bring a civil action in a court of common pleas or other court of competent jurisdiction and, in addition to other relief, shall be entitled to recover reasonable attorney's fees and all court costs.
- B. The remedies in sections 1345.71 to 1345.77 of the Revised Code are in addition to remedies otherwise available to consumers under law.
- C. Any action brought under division (A) of this section shall be commenced within two years of the expiration of the express warranty term. Any period of limitation of actions under any federal or Ohio laws with respect to any consumer shall be tolled for the period that begins on the date that a complaint is filed with an informal dispute resolution mechanism established pursuant to section 1345.77 of the Revised Code and ends on the date of the decision by the informal dispute resolution mechanism.
- D. It is an affirmative defense to any claim under this section that a nonconformity is the result of abuse, neglect, or the unauthorized modification or alteration of a motor vehicle by anyone other than the manufacturer, its agent, or its authorized dealer.

Section 1345.76

- A. If a motor vehicle has been returned under the provisions of sections 1345.71 to 1345.77 of the Revised Code or a similar law of another state, whether as a

result of legal action or of an informal dispute settlement proceeding, the vehicle may not be resold in this state unless each of the following applies:

1. The manufacturer provides the same express warranty that was provided to the original purchaser, except that the term of the warranty shall be only for twelve thousand miles or twelve months after the date of resale, whichever is earlier;
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:

IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY AND THE NONCONFORMITY WAS NOT CURED WITHIN A REASONABLE AMOUNT OF TIME AS PROVIDED BY OHIO LAW.

.....
DATE BUYER'S SIGNATURE

- B. Notwithstanding the provisions of division (A) of this section, if a new motor vehicle has been returned under the provisions of section 1345.72 of the Revised Code or a similar law of another state because of a nonconformity likely to cause death or serious bodily injury if the vehicle is driven, the motor vehicle may not be sold in this state.

Section 1345.77

- A. The attorney general shall adopt rules for the establishment and qualification of an informal dispute resolution mechanism to provide for the resolution of warranty disputes between the consumer and the manufacturer, its agent, or its authorized dealer. The mechanism shall be under the supervision of the division of consumer protection of the office of the attorney general and shall meet or exceed the minimum requirements for an informal dispute resolution mechanism as provided by the "Magnuson-Moss Warranty Federal Trade Commission Improvement Act," 88 Stat. 2183, 15 U.S.C.A. 2301, and regulations adopted there under.
- B. If a qualified informal dispute resolution mechanism exists and the consumer receives timely notification, in writing, of the availability of the mechanism with a description of its operation and effect, the cause of action under section 1345.75 of the Revised Code may not be asserted by the consumer until after

the consumer has initially resorted to the informal dispute resolution mechanism. If such a mechanism does not exist, if the consumer is dissatisfied with the decision produced by the mechanism, or if the manufacturer, its agents, or its authorized dealer fails to promptly fulfill the terms determined by the mechanism, the consumer may assert a cause of action under section 1345.75 of the Revised Code.

- C. Any violation of a rule adopted pursuant to division (A) of this section is an unfair and deceptive act or practice as defined by section 1345.02 of the Revised Code.

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