



We have the legal right of way.

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## **ASSISTIVE TECHNOLOGY: Ohio Lemon Law**

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Ohio has a law that gives protection to consumers who purchase or lease an assistive technology (AT) device that is defective. The following are frequently asked questions about this law.

### **What at devices are covered by the Ohio Lemon Law?**

Devices that are covered by this law are any device used to increase, maintain or improve the functional capacities of an individual. This includes a wheelchair, motorized scooter, assistive listening device, voice synthesized computer module, optical scanner, talking software, Braille printer, environmental control, adaptive transportation aid, communication board or any device that has a function similar to any of these devices. Assistive device does not include hearing aids or medical devices. The device must cost \$500 or more.

### **What does this law do?**

Ohio law requires that the manufacturer provide you with a one-year warranty against any defects in the device. This warranty covers repair or replacement of your device. This warranty covers your device even if you did not purchase it from the manufacturer directly but received it from a supplier. The warranty does not cover AT devices that do not work because of abuse, misuse or unauthorized modification or alteration of the device.

### **What if I didn't get a warranty?**

Ohio law creates a one-year warranty even if you were not given one by the manufacturer.

### **What does the warranty cover?**

The warranty covers the repair of the device or, under certain circumstances, its replacement. It also covers collateral costs, such as shipping the device back to the manufacturer.



## **What period of time is covered by the warranty?**

The warranty starts when you receive the device and is to last for at least one year.

## **How do I use the warranty?**

Read the warranty to see whether it states that the device should be returned to the manufacturer or supplier. Contact them and tell them that your device is defective and you wish to return it. When you return it, include a note explaining the problem with the device.

The warranty should be honored if the device is returned during the warranty period. If it must be shipped back to the manufacturer, the warranty should be honored when you give notice of the defect to the manufacturer or supplier during the one-year warranty period.

If you do not have a written warranty, the law provides you with the same rights as if you had a written warranty.

## **What happens when the device is returned?**

The manufacturer should attempt to repair or replace the device.

## **Am I entitled to a replacement device?**

You are only entitled to a replacement device under two circumstances:

- The repair exceeds 21 days counting the day the device was shipped or given to the manufacturer; or
- The problem is the same for which the device was returned on three or more previous occasions.

## **What if the manufacturer cannot repair the device?**

If the manufacturer cannot fix the device despite three attempts to repair it or keeps the device for a cumulative total of 45 days, you can request that the manufacturer either:

- Accept the return of the assistive device and refund the purchase price plus cost of shipping to you; or
- Provide you with a replacement device.

It is your choice as to which option is done.

## **What if I leased the device?**

You still have the option to have the lease terminated and the payments refunded or to request a replacement device. Any payments that are refunded should include finance charges and the cost of the device.

## What happens if the manufacturer refuses to repair the device?

You can file a complaint with the Attorney General's office that has power to take steps against the manufacturer.

You can file a complaint one of three ways:

1. **Online:** [ohioattorneygeneral.gov](http://ohioattorneygeneral.gov)
2. **Mail:** 30 E. Broad Street, 14th floor, Columbus, Ohio 43215
3. **Phone:** 800-282-0515

Not honoring the warranty is an unfair or deceptive act or practice.

You can also file a case in court.

## What if I signed a document waiving the warranty?

Any document that you sign that waives the warranty or your other rights under this law is illegal and void.