



## Ohio Revised Code

### Section 1345.92 Repair is unsuccessful or untimely.

Effective: October 31, 1996

Legislation: House Bill 39 - 121st General Assembly

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(A) As used in this section:

(1) "Current lease value" means the sum of the following:

(a) The total amount the consumer was obligated to pay under a lease for the period from the date the lease is terminated to the end of the lease period originally agreed to;

(b) The supplier's expenses incurred in terminating the lease prior to its agreed-to expiration and returning the assistive device to the manufacturer, plus any prepayment penalties under a financing agreement;

(c) The value of the assistive device at the lease expiration date if the lease sets forth that value.

(2) "Reasonable allowance for use" means an amount not to exceed the amount obtained by multiplying the total purchase or lease price by a fraction, the denominator of which is one thousand eight hundred twenty-five and the numerator of which is the number of days the consumer used the assistive device before first notifying the manufacturer or supplier of the defect.

(B) For the purpose of this section, any acquisition of an assistive device other than pursuant to a lease shall be treated as a purchase.

(C) If the manufacturer or supplier is unable to repair the defect in an assistive device despite three attempts to repair it or the assistive device is in the possession of the manufacturer or supplier for a cumulative total of forty-five or more days, the manufacturer or supplier, at the consumer's option, shall do one of the following:

(1)(a) If the assistive device was purchased, accept return of the device and refund to the consumer and to the holder of any perfected security interest in the assistive device, as their interest may



appear, the full purchase price plus any finance charges and collateral costs, less a reasonable allowance for use;

(b) If the device was leased, accept return of the assistive device and refund to the consumer any amount the consumer paid under the lease plus collateral costs, less a reasonable allowance for use. The consumer's return of the assistive device to the manufacturer or supplier under this division terminates the lease.

(2) Replace the assistive device with a comparable new assistive device within thirty days after the consumer offers to return the defective assistive device. When the manufacturer or supplier provides the new assistive device, the consumer shall return the defective assistive device to the manufacturer along with any endorsements necessary to transfer legal possession.

(D) If the supplier attempts to repair an assistive device under the manufacturer's warranty, the manufacturer shall reimburse the supplier any costs reasonably incurred by the supplier in making or attempting to make the repair.

If a consumer receives a refund under division (C)(1)(b) of this section, the manufacturer shall refund to the supplier and to the holder of any perfected security interest in the assistive device, as their interest may appear, the current value of the written lease, less any expenses or obligations the supplier avoids as a result of the early termination of the lease.

If the supplier provides a new assistive device or a refund under division (C)(1)(a) of this section to the consumer, the manufacturer shall refund to the supplier an amount equal to the supplier's purchase price and any costs reasonably incurred by the supplier in the supplier's attempt to repair the assistive device. To receive the refund, the supplier shall return the defective assistive device to the manufacturer. The manufacturer shall provide the refund to the supplier on receipt of the assistive device. When the manufacturer provides the refund, the supplier shall provide to the manufacturer any endorsements necessary to transfer legal possession to the manufacturer.