

Assistive Technology Lemon law

Categories : [Disability Related Services](#), [Independent Living Services](#)

The following is summarized from the Disability Rights Connecticut website: <https://www.disrightsct.org/>. To view their PDF on the Assistive Technology Lemon Law, [click here](#).

DESCRIPTION: The Assistive Technology Lemon Law covers nonconforming assistive technology devices purchased or leased on or after January 1, 1998. A nonconformity is a condition, malfunction, or defect that substantially impairs the use, value, or safety of an assistive technology device. An assistive technology device is any device sold, leased, or transferred in Connecticut or to a consumer in Connecticut that is used or designed to be used to enable or enhance the ability of a person with a disability to communicate, see, hear, or achieve mobility. Examples of assistive technology devices include, but are not limited to, manual and motor-driven wheelchairs, seating and positioning aids, telephone communication devices for the deaf, voice synthesized computer modules, optical scanners, talking software, alternative and augmentative communication devices, computers, and Braille printers. Hearing aids, batteries, and nonessential accessories are not covered under the Lemon Law.

WHO IS COVERED BY THE LAW: The Lemon Law covers consumers who purchase an assistive technology device from a dealer or manufacturer (for other than for resale purposes); accept transfer of an assistive technology device before the express warranty ends; may enforce the warranty of an assistive technology device; or lease an assistive technology device. The law effects covered assistive technology devices during the warranty period given by the manufacturer or two years from the date of delivery to the consumer – whichever is longer.

THE MANUFACTURER'S OBLIGATION: During the covered period, the manufacturer or its authorized repair dealer must repair the assistive technology device's nonconformity within ten business days. If the repair period exceeds ten business days or if the nonconformity has occurred on at least two previous occasions, the manufacturer must reimburse the consumer the reasonable per-day cost of using an alternative assistive technology device.

THE CONSUMER'S OPTIONS: If the assistive technology device was purchased and it has been repaired three times or it has been out of service for a total of thirty consecutive or nonconsecutive days during the warranty period or two years, whichever is longer, the consumer may request either replacement of the assistive technology device with an alternative device of comparable quality; or a refund of the cost associated with the device including interest or finance charges. If the assistive technology device was leased, the consumer may return the device and may request either replacement of the device with an alternative assistive technology device of comparable quality; or early termination of the lease and return of money paid under the lease. The manufacturer is entitled to reasonable compensation for the time the consumer used the assistive technology device, whether it was purchased or leased. A nonconforming assistive technology device may be sold or leased to another consumer only if full disclosure of the reasons for the return are given to the prospective buyer/lessee.

TO FIND PROVIDERS IN CONNECTICUT'S COMMUNITY RESOURCES DATABASE:

Search by agency name: [Protection and Advocacy for Persons with Disabilities, State of Connecticut Office of](#)

SOURCE: Disability Rights Connecticut

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