Hearing Loss Association of America

POLICY STATEMENT

Assistive Device Warranty Laws (Lemon Laws)

The Assistive Device Warranty (ADW) laws, also known as "lemon laws", is a blanket term for consumer protection laws that are being passed in state legislatures throughout the country. Its primary intent was to protect elderly and disabled consumers against faulty motorized wheelchairs, but this original purpose was soon extended to apply to all types of assistive technology devices, including hearing aids. Generally, these laws require manufacturers to either replace the product or to refund the full purchase price if the device is returned for repairs two to four times in the course of a year, or if it is out of service for a total of 30 days during this period.

Some trade and professional associations have taken a public stand opposing the ADW. Their argument is that many hearing aids may be returned for shell modifications and or electroacoustic adjustments as an outgrowth of the normal fitting process, rather than reflecting mechanical or electrical malfunctions. The Hearing Loss Association of America agrees that hearing aids are often returned for this purpose and that these instances should not trigger the provisions of an ADW law. Indeed, at least some of the ADW laws explicitly exempt modifications not related to mechanical function. For example, the Rhode Island law states "nonconformity does not include a condition of the device that is the result of normal use which could be resolved through fitting adjustments, cleaning, or proper care."

With the inclusion of this provision, HLAA supports "lemon laws" as a consumer protection law. While it may be an infrequent occurrence, some consumers have purchased hearing aids which, despite repeated repair efforts, continue to malfunction. These people, many elderly and disabled, require the protection of an ADW law. It is very unlikely that such a law will increase the number of hearing aids being returned for full credit or for replacement. Nevertheless, it is in the interest of both consumers and the industry that those hearing aids that do fall under the provisions of an ADW law should be returned. It does the industry no credit to support malfunctioning instruments, and it certainly does the consumer no good. We do recognize that the overwhelming majority of hearing aid dispensers do not require a "lemon law" provision to replace a faulty hearing aid during the initial warranty period. To reiterate then: with the exemption of returns for purposes implicit in the hearing aid fitting process, HLAA supports the passage of ADW laws as they pertain to hearing aids.

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