



*Helping Older Persons With
Legal & Long-Term Care
Problems*

Consumer and Debtor Rights

1. Who is protected by the Ohio Consumer Sales Practices Act?

Anyone who buys goods, leases personal property or obtains services (excluding services from a physician, attorney, dentist and CPA) that are primarily for personal, family or household purposes from people who are engaged in the business of providing such goods or services (suppliers) is covered under the Ohio Consumer Sales Practices Act.

2. What are my rights as a consumer?

Your rights are to be free from unfair, false, misleading, deceptive, or unconscionable acts or practices committed by a supplier in connection with a consumer transaction. This includes any change in suppliers of your natural gas or telecommunication services without your consent. You have the right to be dealt with fairly by businesses selling goods or services.

3. What are my rights with respect to repairs?

Your rights depend on what is being repaired.

Household goods, home repairs or improvements: If your home, appliances, household goods, furniture, roof, furnace, wiring, plumbing or other household items need repair or service, you have a right to receive an estimate if the expected cost of the repair or service is more than \$25. Before starting the repairs, you must be given a form, which states you have a right to this estimate. Your bill cannot be higher than the estimate by more than \$5 or 10%, whichever is greater, unless you approve a larger amount before the repairs are finished.

Car repairs: If you take your car to a supplier for repair, inspection or diagnosis, and if the expected cost of your car repair exceeds \$25, the supplier must provide you with a form which tells you that you have a right to receive an estimate before work begins. Furthermore, for estimates exceeding \$50, your final bill cannot be higher than the estimate by more than 10%, unless you approve a larger amount before repairs are finished.

4. When I purchase a new car, what are my rights?

When you buy or lease a new car, or purchase a car that still has the manufacturer's warranty in force, Ohio's Lemon Law applies to you. Under this law, if your new car is defective and you report its defects to the dealer or manufacturer within one year of delivery or during the first 18,000 miles, whichever is first, the manufacturer or dealer must make whatever repairs are necessary to correct the defects.

If the dealer or manufacturer cannot repair or correct defects that substantially impair the use, safety or value of the car to you after a reasonable number of repair attempts, then you have a choice. The manufacturer can either replace your car with a new car that is acceptable to you, or take back your car and refund to you the full purchase price including sales tax, license registration fees and finance charges.

5. When I purchase an assistive device, what are my rights?

"Assistive device" includes a wheelchair, motorized scooter, talking software, Braille printer, adaptive transportation aid, communication board, or any similar device, except medical devices and hearing aids.

If within the mandatory one year warranty period, the device has a condition that substantially impairs its use, value, or safety, then the manufacturer must replace or repair the device. When the repair period exceeds 21 days, the manufacturer must lend the consumer a comparable device.

If the manufacturer is unable to repair the defect in 3 attempts or it takes longer than 45 days, then the consumer may either cancel the purchase and get a full refund or get a replacement device.

6. Do I have a three-day right to cancel any consumer purchase?

No. You have a three-day right to cancel consumer purchases only in two situations:

Home solicitation sales: If you are **(a)** contacted at your home, either at the door, by telephone or by mail, and **(b)** if you purchase goods or services at your home or somewhere other than the seller's place of business, and if **(c)** the amount of your purchase is more than \$25, then the seller must give you a form entitled "Notice of Cancellation," which tells you about this right.

If you want to cancel the contract, you must sign, date, and send or deliver the form to the seller within three business days of the purchase.

Prepaid entertainment contracts: If you sign a contract for dance studio lessons, dating services, martial arts training or health spa services, you must also be told you have a three-day right to cancel these contracts after the date on which the first service under the contract is available. You must be given a form entitled "Notice of Cancellation."

If you want to cancel the contract, you need to sign, date, send or deliver the form to the seller not later than midnight of the third business day after the date on which the first service under the contract is available.

7. What should I do if I have a consumer problem?

First, call the seller or supplier and try to resolve your problem with him or her. If this doesn't work, send a detailed letter to the seller or supplier stating the problems and how and by when you expect them to be resolved. Be sure to keep a copy of this letter. In addition, tell the supplier when you expect a response and give a date. If you do not receive a response, call an attorney.

You can also contact the Ohio Attorney General's office, 1-800-282-0515, and request a consumer complaint form. If the Attorney General receives enough complaints about a specific supplier, their office will take action against the supplier.

You can also inquire about complaints to the Attorney General against a supplier at:

<http://www2.ag.state.oh.us/sections/consumer/ccapsplus/Inquiry.asp?>

If you have been a victim of a deceptive or unconscionable act or practice, then you may have a right to sue the supplier and either cancel the transaction or recover three times the amount of your actual damages or \$200, whichever is greater. In addition, if you win your lawsuit, you may be reimbursed for reasonable attorney's fees and court costs.

8. Do I have any rights as a debtor?

Yes. You have rights under the Fair Debt Collection Practices Act (FDCPA) if a bill collector is collecting amounts that are owed to a third party, such as a doctor who has hired an outside agency to collect bills. The FDCPA prohibits harassing or abusive behavior. Debt collectors cannot make false or unfulfilled threats of filing reports with local credit reporting agencies or of instituting legal action against you.

A debt collector cannot tell you that a garnishment or levy will be obtained against you without letting you know that a prior judgment is required. If any of these things happen, contact an attorney.

9. If I receive a call or a letter from a bill collector, what should I do?

If you are called, be sure to take the name, the address and telephone number of the collector. Also be sure to find out the name of the collection agency. Find out who the creditor is and the alleged amount due. If you are sure that you owe the bill, make arrangements you can keep with the collector. Do not say you will pay an amount you can't pay.

If the collector calls at odd times or starts being abusive, tell him or her not to call you again. No one can garnish your bank accounts or put liens on your home or other property without first obtaining a judgment against you, which means they have to sue you first. If you have told a

collector not to call you again and he or she does, be sure to keep a record of it and report it to the telephone company.

If you receive a letter from a collector, read it carefully. If you think the debt is not valid, within 30 days after receiving the letter, notify the collector in writing that you dispute the debt and request they provide you with verification. Keep copies of all correspondence to & from collectors.

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Pro Seniors' Legal Hotline for Older Ohioans provides free legal information and advice by toll-free telephone to all residents of Ohio age 60 or older. If you have a concern that cannot be resolved over the phone, then the hotline will try to match you with an attorney who will handle your problem at a fee you can afford.

In southwest Ohio, Pro Seniors' staff attorneys and long-term care ombudsmen handle matters that private attorneys do not, such as nursing facility, adult care facility, home care, Medicare, Medicaid, Social Security, protective services, insurance and landlord/tenant problems.

This pamphlet provides general information and not legal advice. The law is complex and changes frequently. Before you apply this information to a particular situation, call Pro Seniors' free Legal Hotline or consult an attorney in elder law.

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