



General Assembly

**Substitute Bill No. 6702**

January Session, 2023



**AN ACT CONCERNING A CONSUMER'S RIGHT TO TIMELY WHEELCHAIR REPAIRS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective October 1, 2023*) (a) As used in this section  
2 and sections 2 to 6, inclusive, of this act:

3 (1) "Authorized wheelchair dealer" means any seller of a wheelchair  
4 that (A) has an exclusive distribution arrangement within a specified  
5 geographic area with any manufacturer of a wheelchair, or (B) is  
6 designated by such manufacturer to repair or accept for repair such  
7 wheelchair.

8 (2) "Collateral costs" means expenses incurred by a consumer in  
9 connection with the repair of a wheelchair, including, but not limited to  
10 (A) the cost to rent a wheelchair during the time repairs are attempted  
11 and until the receipt of a replacement wheelchair, (B) the cost of  
12 shipping a wheelchair that has a nonconformity to a manufacturer,  
13 lessor or authorized wheelchair dealer for repair or replacement, and  
14 (C) out-of-pocket medical expenses for the treatment of any physical  
15 injury caused by the nonconformity in the wheelchair.

16 (3) "Complex rehabilitation technology wheelchair" means a  
17 specialized, medically necessary manual or powered wheelchair

18 individually configured for the user with specialized equipment that  
19 requires evaluation, configuration, fitting, adjustment, programming  
20 and long-term maintenance and repair services.

21 (4) "Consumer" means (A) the purchaser of a wheelchair, whether  
22 funded in whole or in part by private or publicly funded health insurance  
23 or another payor, from an authorized wheelchair dealer or manufacturer  
24 for purposes other than resale, (B) a person to whom the wheelchair is  
25 transferred for purposes other than resale, if the transfer occurs before  
26 the expiration of an express, transferable warranty applicable to the  
27 wheelchair, (C) a person who may enforce the express warranty  
28 applicable to the wheelchair, or (D) a person who leases a wheelchair  
29 from a wheelchair lessor under a written lease.

30 (5) "Defective" means having a condition of nonconformity that affects  
31 ordinary use of a wheelchair.

32 (6) "Early termination cost" means an expense or obligation incurred  
33 by a wheelchair lessor as a result of both the termination of a written  
34 lease before the termination date set forth in such lease and the return  
35 of a wheelchair to a manufacturer pursuant to subparagraph (B) of  
36 subdivision (2) of this subsection. "Early termination cost" includes a  
37 penalty for prepayment under a finance arrangement.

38 (7) "Early termination savings" means an expense or obligation  
39 avoided by a wheelchair lessor as a result of both the termination of a  
40 written lease before the termination date set forth in such lease and the  
41 return of a wheelchair to a manufacturer pursuant to subparagraph (B)  
42 of subdivision (2) of this subsection. "Early termination savings"  
43 includes interest charges that a wheelchair lessor would have paid to  
44 finance the wheelchair or, if the wheelchair was not financed, the  
45 difference between the total amount for which the lease obligates the  
46 consumer during the period of the lease term remaining after the early  
47 termination and the present value of such amount at the date of the early  
48 termination.

49 (8) "Express warranty" means an express warranty under section 42a-  
50 2-313 of the general statutes that is applicable to a wheelchair.

51 (9) "Inoperable" means unable to function or function safely.

52 (10) "Manufacturer" means a person or entity that manufactures or  
53 assembles wheelchairs and agents of the manufacturer authorized by  
54 the manufacturer to sell, lease, import, distribute, deal, display or  
55 warrant a wheelchair made by the manufacturer. "Manufacturer" does  
56 not include a professional who fabricates, without charge, a device for  
57 use in the course of medical treatment.

58 (11) "Nonconformity" means a condition, malfunction or defect that  
59 substantially impairs the use, value or safety of a wheelchair and which  
60 is covered by an express warranty applicable to the wheelchair or to a  
61 component of the wheelchair, provided "nonconformity" shall not  
62 include a condition or defect which results from abuse, neglect or  
63 unauthorized modification or alteration of the wheelchair.

64 (12) "Original wheelchair" means a nonconforming wheelchair that  
65 required repair.

66 (13) "Payor" means (A) a public or private insurer covering the costs,  
67 in whole or in part, of a wheelchair, or (B) a state agency administering  
68 any grant program that provides assistance for the purchase, lease or  
69 repair of a wheelchair.

70 (14) "Reasonable attempt to repair" means any of the following after  
71 the consumer has reported the nonconformity and made the wheelchair  
72 available to the authorized wheelchair dealer for repair within the  
73 applicable term of the warranty period: (A) A nonconformity had been  
74 repaired not less than two times by the manufacturer, wheelchair lessor  
75 or any of the manufacturer's authorized wheelchair dealers and the  
76 nonconformity continues, or (B) the wheelchair is out of service for an  
77 aggregate of not less than twenty-one days because of a warranty  
78 nonconformity.

79 (15) "Replacement wheelchair" means a properly working wheelchair  
80 that is identical to the nonconforming wheelchair or that is comparable  
81 in all functional capabilities to the original wheelchair provided by the  
82 manufacturer, wheelchair lessor or manufacturer's authorized  
83 wheelchair dealer to the consumer in place of the nonconforming  
84 wheelchair.

85 (16) "Temporary loaner wheelchair" means a wheelchair provided to  
86 a consumer that is: (A) Free of charge; (B) in good working order; and  
87 (C) able to perform the most essential functions of the original  
88 wheelchair without a nonconformity, in light of the disabilities of the  
89 consumer, without a threat to the health or safety of such consumer.

90 (17) "Wheelchair" means a manual or motorized wheeled device that  
91 enhances the mobility or positioning of an individual with a disability.

92 (18) "Wheelchair lessor" means an individual or entity that leases a  
93 wheelchair to a consumer, or who holds the lessor's rights, under a  
94 written lease.

95 Sec. 2. (NEW) (*Effective October 1, 2023*) (a) Any authorized wheelchair  
96 dealer of a complex rehabilitation technology wheelchair purchased or  
97 leased by a consumer, or loaned by such dealer to a consumer, in the state  
98 shall make a service call at the residence of the consumer or any other  
99 location in the state specified by the consumer where the consumer  
100 customarily uses such wheelchair not later than three business days  
101 after the date of receiving verbal or written notification from the  
102 consumer that the consumer's wheelchair is in need of repair for an issue  
103 that has resulted in the wheelchair being inoperable or unsafe to use.  
104 During the service call, such dealer shall (1) assess the needed repairs  
105 and, except for a defect that results from abuse, neglect or unauthorized  
106 modification or alteration of a complex rehabilitation technology  
107 wheelchair, provide any immediate repairs necessary if feasible, and (2)  
108 if immediate repairs are not feasible, provide an estimated time frame  
109 for repairs. On and after the adoption of regulations proposed in  
110 accordance with section 6 of this act, the time frame for repairs shall not

111 exceed any time frame for timely repair included in such regulations.

112 (b) A consumer may waive the three-day repair assessment  
113 requirement if (1) such waiver is voluntarily provided, in writing to an  
114 authorized wheelchair dealer by means of electronic mail, text message,  
115 first-class mail or a checkoff box in a form, if such form is provided by  
116 such dealer, and (2) an alternative deadline for the service call is  
117 provided by such dealer, in writing, at the time of the consumer's  
118 agreement to the waiver.

119 (c) An authorized wheelchair dealer shall assess the need for repairs  
120 and make repairs in accordance with subsection (a) of this section  
121 regardless of whether (1) the complex rehabilitation technology  
122 wheelchair is still covered under an express warranty, and (2) the payor  
123 of the equipment is paying for the repairs, provided the consumer shall  
124 be required to pay for the repairs if there is no such warranty or payor  
125 coverage. If such wheelchair is under lease or is covered by an express  
126 warranty or by such a warranty for any major component or  
127 components, the dealer shall, in the event that immediate repairs are not  
128 feasible, provide a temporary loaner wheelchair not later than four  
129 business days after notice from the consumer of the needed repair for  
130 the expected duration of the time it will take to complete such repairs.

131 (d) An authorized wheelchair dealer shall employ sufficient staff to  
132 comply with the provisions of this section.

133 (e) On and after the date on which regulations proposed pursuant to  
134 section 6 of this act are adopted, any violation of this section or such  
135 regulations by an authorized wheelchair dealer shall be deemed an  
136 unfair trade practice under subsection (a) of section 42-110b of the  
137 general statutes.

138 Sec. 3. (NEW) (*Effective October 1, 2023*) (a) On and after October 1,  
139 2023, a manufacturer who sells or leases a wheelchair to a consumer in  
140 the state, either directly or through an authorized wheelchair dealer or  
141 wheelchair lessor, shall furnish the consumer with an express warranty

142 for the wheelchair of not less than two years and a statement, written in  
143 not less than fourteen-point, capital boldface type on a separate piece of  
144 paper, or in such other form as the consumer may access, in  
145 substantially the following form:

146 "IMPORTANT: IF THIS WHEELCHAIR IS DEFECTIVE WITHIN  
147 THE PERIOD OF YOUR WARRANTY, OR WITHIN TWO YEARS  
148 FROM THE DATE OF FIRST DELIVERY, WHICHEVER IS LATER,  
149 YOU MAY BE ENTITLED UNDER STATE LAW TO REPLACEMENT  
150 OF THE WHEELCHAIR OR A REFUND OF ITS PURCHASE PRICE.  
151 HOWEVER, TO BE ENTITLED TO A REFUND OR REPLACEMENT,  
152 YOU MUST FIRST NOTIFY THE MANUFACTURER OR  
153 AUTHORIZED WHEELCHAIR DEALER OF THE  
154 NONCONFORMITY AND GIVE THE MANUFACTURER OR  
155 AUTHORIZED WHEELCHAIR DEALER AN OPPORTUNITY TO  
156 REPAIR THE WHEELCHAIR IN ACCORDANCE WITH STATE LAW.

157 IF THIS WHEELCHAIR IS BOTH DEFECTIVE AND INOPERABLE  
158 WITHIN THE PERIOD OF YOUR WARRANTY, OR WITHIN TWO  
159 YEARS FROM THE DATE OF FIRST DELIVERY, WHICHEVER IS  
160 LATER, THE MANUFACTURER OR AUTHORIZED WHEELCHAIR  
161 DEALER MUST ASSESS THE WHEELCHAIR NOT LATER THAN  
162 THREE BUSINESS DAYS FOLLOWING NOTICE AND, IF  
163 NECESSARY, PROVIDE A TEMPORARY LOANER WHEELCHAIR  
164 NOT LATER THAN FOUR BUSINESS DAYS FOLLOWING NOTICE  
165 FOR THE EXPECTED DURATION OF REPAIRS PROVIDED FOR  
166 UNDER THE WARRANTY."

167 (b) If the manufacturer fails to provide the statement of warranty as  
168 required pursuant to this section, the manufacturer shall be in violation  
169 of this section and the minimum express warranty period specified in  
170 subsection (a) of this subsection shall be extended to three years.

171 (c) If a new wheelchair does not conform to an applicable express  
172 warranty and the consumer reports such nonconformity to the  
173 manufacturer, authorized wheelchair dealer or wheelchair lessor, the

174 nonconformity shall be repaired by the manufacturer or authorized  
175 wheelchair dealer at no charge to the consumer, provided such  
176 consumer makes such wheelchair available for repair prior to the  
177 expiration of the applicable warranty period. It shall be presumed that  
178 the consumer has made the wheelchair available for repair if such  
179 consumer allows the manufacturer, authorized wheelchair dealer or  
180 wheelchair lessor to take it from the consumer's residence or other  
181 location specified by the consumer where the consumer customarily  
182 uses the wheelchair.

183 (d) If a wheelchair covered by a manufacturer's warranty has a  
184 nonconformity to which the warranty is applicable and is made  
185 available by a consumer to the manufacturer, authorized wheelchair  
186 dealer or wheelchair lessor for repair, the manufacturer or authorized  
187 wheelchair dealer shall cover all collateral costs and shall provide  
188 directly to the consumer a temporary loaner wheelchair for the duration  
189 of the period while the original wheelchair is assessed and repaired.  
190 Except as provided in section 2 of this act, if the original wheelchair  
191 within the period of the warranty has a nonconformity that renders it  
192 both defective and inoperable, the manufacturer or authorized  
193 wheelchair dealer shall assess the wheelchair not later than three  
194 business days following notice from the consumer and, if necessary,  
195 provide a temporary loaner wheelchair to the consumer not later than  
196 four business days following notice from the consumer for the expected  
197 duration of repairs provided under the warranty. The manufacturer or  
198 authorized wheelchair dealer shall provide the consumer with an  
199 estimated timeframe for assessment and, following assessment, any  
200 repairs.

201 (e) Manufacturers and authorized wheelchair dealers shall fill all  
202 repair and replacement orders for wheelchairs pursuant to this section  
203 from their own inventory or have a written subcontract for the purchase  
204 of parts and items necessary to fill repair and replacement orders,  
205 provided the subcontract shall be in writing and contain, at a minimum:  
206 (1) Names, addresses, phone numbers and contact information for the

207 manufacturer and subcontractor; (2) the contract term start and end  
208 dates; (3) a description of the wheelchairs covered under the subcontract  
209 and the cost of each item; (4) signatures of both parties, including  
210 signature dates and position titles; (5) an established credit limit that is  
211 reasonable, based on the value of the products and services to be  
212 provided by the subcontractor; and (6) a provision requiring shipping  
213 of parts, whenever feasible, by overnight mail.

214 (f) The manufacturer or authorized wheelchair dealer shall keep a  
215 written record of all repair attempts made, including, but not limited to:  
216 (1) The date a repair was requested; (2) the type of repair requested; (3)  
217 the date the repair attempt began; (4) the length of time of the repair  
218 attempt; (5) collateral costs covered; (6) the results of the repair attempt;  
219 and (7) the total number of repair attempts made.

220 (g) If, after a reasonable attempt to repair, the nonconformity is not  
221 repaired, the manufacturer or authorized wheelchair dealer shall, at the  
222 direction of a consumer who has purchased a wheelchair: (1) Accept  
223 return of the wheelchair, issue a replacement wheelchair and refund any  
224 collateral costs, or (2) accept return of the wheelchair and refund to the  
225 consumer and to any holder of a perfected security interest, as their  
226 interest may appear, the full purchase price and any finance charge  
227 amount paid by the consumer at the point of sale and any collateral  
228 costs, less a reasonable allowance for use, provided a reasonable  
229 allowance for use shall not exceed the amount obtained by multiplying  
230 the full purchase price of the wheelchair by a fraction, the denominator  
231 of which shall be one thousand eight hundred twenty-five and the  
232 numerator of which shall be the number of days that the wheelchair was  
233 in the consumer's possession before the consumer first reported the  
234 nonconformity to the manufacturer, authorized wheelchair dealer or  
235 wheelchair lessor.

236 (h) If, after a reasonable attempt to repair, the nonconformity is not  
237 repaired, the manufacturer or authorized wheelchair dealer shall, at the  
238 direction of a consumer who leases a wheelchair: (1) Accept return of  
239 the wheelchair, (2) refund to the wheelchair lessor and to any holder of



240 a perfected security interest, as their interest may appear, the current  
241 value of the written lease, and (3) refund to the consumer the amount  
242 such consumer paid under the written lease and any collateral costs, less  
243 a reasonable allowance for use, provided a reasonable allowance for use  
244 shall not exceed the amount obtained by multiplying the total amount  
245 for which the written lease obligates the consumer by a fraction, the  
246 denominator of which shall be one thousand eight hundred twenty-five,  
247 or the number of days of the lease, whichever number is greater, and the  
248 numerator of which shall be half of the number of days that the  
249 consumer possessed the wheelchair before first reporting the  
250 nonconformity to the manufacturer, authorized wheelchair dealer or  
251 wheelchair lessor. The current value of the written lease shall be the total  
252 amount for which that lease obligates the consumer during the period  
253 of the lease remaining after its early termination, plus the wheelchair  
254 dealer's early termination costs and the value of the wheelchair at the  
255 lease expiration date if the lease sets forth that value, less the wheelchair  
256 lessor's early termination savings.

257 (i) In order to receive a replacement wheelchair or a refund due under  
258 subsection (g) of this section, a consumer shall offer to transfer  
259 possession of the wheelchair having the nonconformity to its  
260 manufacturer or authorized wheelchair dealer. Not later than thirty  
261 days after such offer, the manufacturer or authorized wheelchair dealer  
262 shall provide the consumer with the replacement wheelchair or refund.  
263 When the manufacturer or authorized wheelchair dealer provides the  
264 replacement wheelchair or refund, the consumer shall make the  
265 wheelchair having the nonconformity available for return to the  
266 manufacturer or authorized wheelchair dealer, along with any  
267 endorsements necessary to transfer legal possession to the manufacturer  
268 or authorized wheelchair dealer.

269 (j) In order to receive a refund due under subsection (h) of this  
270 section, a consumer shall offer to return the wheelchair having the  
271 nonconformity to its manufacturer, authorized wheelchair dealer or  
272 wheelchair lessor. Not later than thirty days after such offer, the

273 manufacturer or authorized wheelchair dealer shall provide the refund  
274 to the consumer. When the manufacturer or authorized wheelchair  
275 dealer provides the refund, the consumer shall make the wheelchair  
276 having the nonconformity available for return to the manufacturer,  
277 authorized wheelchair dealer or wheelchair lessor. A wheelchair lessor  
278 shall offer to transfer possession of the wheelchair having the  
279 nonconformity to its manufacturer or authorized wheelchair dealer. Not  
280 later than thirty days after such offer, the manufacturer or authorized  
281 wheelchair dealer shall provide the refund to the wheelchair lessor.  
282 When the manufacturer or authorized wheelchair dealer provides the  
283 refund, the wheelchair lessor shall provide to the manufacturer or  
284 authorized wheelchair dealer any endorsements necessary to transfer  
285 legal possession to the manufacturer or authorized wheelchair dealer.

286 (k) No person may enforce the lease against the consumer after such  
287 consumer exercises rights pursuant to subsections (g) to (i), inclusive, of  
288 this section.

289 (l) No wheelchair returned by a consumer or wheelchair lessor in the  
290 state, or by a consumer or wheelchair lessor in another state under a  
291 similar law of that state, may be resold or leased in the state unless full  
292 disclosure of the reasons for such return has been made to a prospective  
293 buyer or lessee.

294 (m) Any violation of this section by a manufacturer or authorized  
295 wheelchair dealer shall be deemed an unfair trade practice under  
296 subsection (a) of section 42-110b of the general statutes.

297 Sec. 4. (NEW) (*Effective October 1, 2023*) Any manufacturer or  
298 authorized wheelchair dealer doing business in this state and at least  
299 one other state shall employ sufficient staff to provide assistance by  
300 telephone to consumers twenty-four hours a day, seven days a week.

301 Sec. 5. (NEW) (*Effective October 1, 2023*) Unless otherwise required  
302 under federal law or regulations governing the Medicare program, a  
303 payor, including the Department of Social Services, shall not require prior

304 authorization for repair of a complex rehabilitation technology  
305 wheelchair the purchase of which is covered by such payor.

306       Sec. 6. (*Effective from passage*) (a) Not later than October 1, 2023, the  
307 Commissioner of Aging and Disability Services, in consultation with the  
308 Commissioner of Consumer Protection, shall appoint and convene a  
309 working group consisting of qualified complex rehabilitation technology  
310 professionals, authorized wheelchair dealers and complex rehabilitation  
311 technology wheelchair consumers to provide input on requirements for  
312 timeliness and quality of repair of complex rehabilitation technology  
313 wheelchairs.

314       (b) The Commissioner of Aging and Disability Services, in  
315 consultation with the Commissioner of Consumer Protection, shall  
316 appoint members of the working group based on recommendations  
317 provided by consumer-led disability advocacy organizations. The  
318 membership of the working group shall contain an equal number of  
319 individuals representing (1) qualified complex rehabilitation technology  
320 professionals and authorized wheelchair dealers, and (2) complex  
321 rehabilitation technology wheelchair consumers. The Commissioner of  
322 Aging and Disability Services, or the commissioner's designee, shall serve  
323 as chairperson of the working group, which shall meet not less than once  
324 monthly.

325       (c) Not later than March 1, 2024, the Commissioner of Aging and  
326 Disability Services, in consultation with the Commissioner of Consumer  
327 Protection, shall submit proposed regulations concerning requirements for  
328 timeliness and quality of repair of complex rehabilitation technology  
329 wheelchairs to the standing legislative regulation review committee. The  
330 Commissioner of Aging and Disability Services shall base such  
331 requirements on input from working group members and the best  
332 interests of consumers. The Commissioner of Aging and Disability  
333 Services shall continue to convene the working group for quarterly  
334 meetings through July 1, 2026, to address implementation issues under  
335 the regulations and any remaining issues related to wheelchair repairs.

336 Sec. 7. Subdivision (1) of section 42-330 of the general statutes is  
337 repealed and the following is substituted in lieu thereof (*Effective October*  
338 *1, 2023*):

339 (1) "Assistive technology device" means any device sold, leased or  
340 transferred in this state or to a consumer in this state on or after January  
341 1, 1998, that is used or designed to be used to enable or enhance the  
342 ability of a person with a disability to communicate, see, hear or achieve  
343 mobility, including, but not limited to, (A) [manual or motor-driven  
344 wheelchairs and other] assistive devices that enhance a mobility  
345 impaired person's ability to achieve mobility, including seating and  
346 positioning aids, except for a wheelchair as defined in section 1 of this  
347 act, (B) telephone communication devices for persons who are hard of  
348 hearing and other assistive listening devices that enhance the ability of  
349 a person who is hard of hearing to hear or communicate, but not  
350 including hearing aids, (C) voice synthesized computer modules,  
351 optical scanners, talking software, braille printers and other assistive  
352 devices that enhance a sight impaired person's ability to see or  
353 communicate, (D) computer equipment with voice output, artificial  
354 larynges, voice amplification devices and other alternative and  
355 augmentative communication devices, (E) any system of such devices  
356 that, as a whole, is itself such a device, (F) any component product of  
357 such devices that is itself ordinarily such a device, and (G) any such  
358 device used primarily by a dealer, lessor or manufacturer for the  
359 purpose of demonstration to the public or to prospective purchasers or  
360 lessees. "Assistive technology device" does not include batteries used in  
361 or nonessential accessories to any such devices.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2023</i>	New section
Sec. 2	<i>October 1, 2023</i>	New section
Sec. 3	<i>October 1, 2023</i>	New section
Sec. 4	<i>October 1, 2023</i>	New section
Sec. 5	<i>October 1, 2023</i>	New section

Sec. 6	<i>from passage</i>	New section
Sec. 7	<i>October 1, 2023</i>	42-330(1)

**HS**

*Joint Favorable Subst. C/R*

JUD