



**House
Legislative
Analysis
Section**

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**INCLUDE OTHER DEVICES IN
WHEELCHAIR LEMON LAW**

House Bill 5261

Sponsor: Rep. Laura Baird

Committee: Commerce

Complete to 9-17-96

A SUMMARY OF HOUSE BILL 5261 AS INTRODUCED 10-17-95

Public Act 54 of 1994, Michigan's "wheelchair lemon law", requires wheelchair manufacturers to provide express warranties for new and used wheelchairs they have sold or leased, and to repair or replace, or offer refunds for, wheelchairs that do not comply with their expressed warranties. The bill would amend the act so that its provisions would cover "assistive technology devices" (ATDs)--which would be defined as any items, equipment, or product systems, whether acquired commercially off the shelf, modified, or customized, that were used or intended to be used to increase, maintain, or improve functional capabilities of individuals with disabilities. (This term would include, but not be limited to, wheelchairs.)

Currently, the act requires manufacturers who have sold or leased wheelchairs to consumers (either directly or through a dealer) to give consumers an express warranty effective for at least one year from the date of delivery for new wheelchairs and good for sixty days for used, refurbished, or reconditioned wheelchairs. Also, a manufacturer is required to repair a "nonconforming" wheelchair if a consumer reports the nonconformity to the manufacturer or one of its dealers and makes the chair available for repair within one year after it was first delivered to the consumer. The bill would increase the duration of the express warranty of any new ATD to three years after it was first delivered to the consumer, and would also increase the period during which manufacturers would have to repair defective ATDs to three years after the consumer reports the problem and makes the ATD available for repair.

In addition, the bill would require an ATD manufacturer to reimburse a consumer for up to \$20 per day for the rental of a replacement ATD during the repair period if either of the following conditions was met after an ATD was made available for repair:

* The repair period exceeded ten days, including the day the device had been "tendered" to the ATD manufacturer or dealer for repair;

* The defect, malfunction, or nonconformity was the same as a defect, malfunction, or nonconformity for which the ATD had been tendered for repairs on at least two previous occasions.

If a consumer had tendered an ATD to a dealer for repairs and the dealer failed to tender the device to its manufacturer in time for repairs to be made within ten days after the device had

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been tendered to the dealer, the dealer would have to pay to the manufacturer the amount the manufacturer would be obligated, by the bill, to reimburse the consumer for renting another ATD.

MCL 445.1081 et al.

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