

FINAL BILL REPORT

HB 1702

C 14 L 95

Synopsis as Enacted

Brief Description: Regulating wheelchair warranties.

Sponsors: Representatives Horn, Romero, Cole, Carlson, Cody, Cooke, Rust, Poulsen, Veloria, Mitchell, Reams, Jacobsen, Fuhrman and Costa.

House Committee on Commerce & Labor
Senate Committee on Labor, Commerce & Trade

Background: In 1994, a law was enacted requiring motorized wheelchair manufacturers to furnish at least a one-year express warranty to motorized wheelchair consumers. If a manufacturer fails to provide a one-year warranty, the motorized wheelchair is covered by an implied warranty.

Under the warranty, a manufacturer must make a reasonable attempt to repair a nonconforming motorized wheelchair, and if the problem is not fixed, then the manufacturer must either replace the motorized wheelchair with a comparable new motorized wheelchair or make a refund to the consumer. A refund includes the full purchase price plus finance charges, the amount paid by the consumer at the point of sale, and collateral costs, less a reasonable allowance for use.

A "reasonable attempt to repair" means at least four attempts to correct a nonconformity, or at least 30 out-of-service days because of a nonconformity within the warranty period. A "nonconformity" means a condition or defect covered by an express warranty that substantially impairs the use, value, or safety of a motorized wheelchair.

These provisions do not limit a consumer's rights and remedies under other laws, and in addition, a consumer may recover twice the amount of pecuniary loss in an action for damages.

Other than implied warranties under the Uniform Commercial Code, there is no law that warrants new non-motorized wheelchairs.

Summary: The statutory provisions that apply to warranties for motorized wheelchairs are applied to all wheelchairs.

Votes on Final Passage:

House	96	0
Senate	44	0

Effective: July 23, 1995