



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB4767

by Rep. Luis Arroyo

SYNOPSIS AS INTRODUCED:

815 ILCS 505/2VVV new

Amends the Consumer Fraud and Deceptive Business Practices Act. Provides that the new provisions may be referred to as the Cell Phone Lemon Law. Provides that if, within the period of a contract for wireless telephone service, a wireless telephone sold in conjunction with a contract for wireless telephone service requires repair or replacement on 3 or more occasions, the consumer may, in lieu of having the telephone repaired or replaced on the third or subsequent occasion: choose to cancel the contract for wireless telephone service without paying any early termination fee, penalty, or charge; or elect to upgrade or downgrade the telephone in accordance with specified provisions. Requires a wireless telephone service provider to give a consumer a written statement of the consumer's rights. Provides that a violation is an unlawful practice within the meaning of the Act.

LRB100 17434 JLS 32602 b

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. This Act may be referred to as the Cell Phone
5 Lemon Law.

6 Section 5. The Consumer Fraud and Deceptive Business
7 Practices Act is amended by adding Section 2VVV as follows:

8 (815 ILCS 505/2VVV new)

9 Sec. 2VVV. Wireless telephones and contracts.

10 (a) As used in this Section:

11 "Wireless telephone" means a telephone that operates
12 without a physical wireline connection to the provider's
13 equipment. The term includes, but is not limited to, cellular
14 and mobile telephones.

15 "Wireless telephone service provider" includes a wireless
16 telephone service provider and its dealers, distributors, and
17 agents.

18 (b) This Section applies to any retail sale of a new
19 wireless telephone on or the effective date of this amendatory
20 Act of the 100th General Assembly to a consumer in this State
21 by a wireless telephone service provider in conjunction with a
22 contract for wireless telephone service.

1 (c) If, within the period of a contract for wireless
2 telephone service, the wireless telephone sold in conjunction
3 with a contract for wireless telephone service requires repair
4 or replacement on 3 or more occasions, the consumer may, in
5 lieu of having the telephone repaired or replaced on the third
6 or subsequent occasion, choose either of the following options:

7 (1) The consumer may choose to cancel the contract for
8 wireless telephone service without paying any early
9 termination fee, penalty, or charge.

10 (2) The consumer may elect to upgrade or downgrade his
11 or her telephone. If the consumer chooses to upgrade his or
12 her telephone, then the consumer shall pay the difference
13 between the price of his or her current telephone and the
14 "best promotional price" of the telephone to which he or
15 she is upgrading. If the consumer chooses to downgrade his
16 or her telephone, then the consumer shall receive a credit
17 for the difference between the price of his or her current
18 telephone and the "best promotional price" of the telephone
19 to which he or she is downgrading. If the consumer chooses
20 the option of downgrading or upgrading his or her
21 telephone, the consumer must be allowed to do so without
22 the action automatically renewing his or her contract for
23 wireless telephone service or extending it. The consumer
24 must be allowed to change his or her telephone and continue
25 with his or her current contract.

26 (d) The wireless telephone service provider shall give a

1 consumer a written statement of the consumer's rights under
2 this Section when a sale is made to which this Section applies.

3 (e) This Section does not apply to any repair to or
4 replacement of a phone that was damaged or failed to work
5 properly as a result of some action by the consumer. The types
6 of damage creating an inference of consumer action include, but
7 are not limited to, the following: equipment showing signs of
8 water (or other liquid) damage; equipment showing signs of
9 physical impact; a scratched or broken casing; forced
10 components or buttons; and other external damage.

11 (f) This Section does not apply to the quality or lack of
12 services, including, but not limited to, cellular or other
13 subscribed services available to the consumer, contractually
14 agreed upon rates, and equipment compatibility issues.

15 (g) A person who violates this Section commits an unlawful
16 practice within the meaning of this Act.