



General Assembly

February Session, 2008

Raised Bill No. 533

LCO No. 2456

02456 _____ GL_

Referred to Committee on General Law

Introduced by:

(GL)

AN ACT CONCERNING A CELLULAR TELEPHONE LEMON LAW.

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

1 Section 1. (NEW) (*Effective October 1, 2008*) (a) As used in this
2 section: (1) "Wireless telephone" means a telephone, including, but not
3 limited to, a cellular or mobile telephone that operates without a
4 physical wireline connection to the provider's equipment, and (2)
5 "wireless telephone service provider" includes a wireless telephone
6 service provider and its dealers, distributors and agents.

7 (b) The provisions of this section apply to any retail sale of a new
8 wireless telephone on or after the effective date of this act to a
9 consumer in this state by a wireless telephone service provider in
10 conjunction with a contract for wireless telephone service.

11 (c) If, within the period of a contract for wireless telephone service,
12 the wireless telephone sold in conjunction with a contract for wireless
13 telephone service requires repair or replacement on three or more
14 occasions, the consumer may, in lieu of having the telephone repaired
15 or replaced on the third or subsequent occasion, choose either of the
16 following options: (1) The consumer may choose to cancel the contract

17 for wireless telephone service without paying any early termination
18 fee, penalty or charge, or (2) the consumer may elect to upgrade or
19 downgrade his or her telephone. If the consumer chooses to upgrade
20 his or her telephone, the consumer shall pay the difference between the
21 price of his or her current telephone and the best promotional price
22 currently offered by the provider for the telephone to which he or she
23 is upgrading. If the consumer chooses to downgrade his or her
24 telephone, then the consumer shall receive a credit for the difference
25 between the price of his or her current telephone and the best
26 promotional price currently offered by the provider for the telephone
27 to which he or she is downgrading. If the consumer chooses the
28 option of downgrading or upgrading his or her telephone, the
29 consumer shall be allowed to do so without the action automatically
30 renewing his or her contract for wireless telephone service or
31 extending it. The consumer shall be allowed to change his or her
32 telephone and continue with his or her current contract.

33 (d) The wireless telephone service provider shall give a consumer a
34 written statement of the consumer's rights under this section when a
35 sale is made to which this section applies.

36 (e) This section does not apply to any repair to or replacement of a
37 phone that was damaged or failed to work properly as a result of
38 action by the consumer. The types of damage creating an inference of
39 consumer action include, but are not limited to, the following: (1)
40 Equipment showing signs of water or other liquid damage, and (2)
41 equipment showing signs of physical impact, such as a scratched or
42 broken casing, forced components or buttons or other external
43 damage.

44 (f) This section does not apply to the quality or lack of services,
45 including, but not limited to, cellular or other subscribed services
46 available to the consumer, contractually agreed upon rates and
47 equipment compatibility issues.

48 (g) A violation of subsections (b) to (d), inclusive, of this section

49 shall be deemed an unfair trade practice in violation of subsection (a)
50 of section 42-110b of the general statutes.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2008</i>	New section

Statement of Purpose:

To establish a cell phone Lemon Law.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]