



## 100TH GENERAL ASSEMBLY

### State of Illinois

2017 and 2018

SB3616

Introduced 5/25/2018, by Sen. Andy Manar

#### 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 any repair to or replacement of a telephone that was damaged or failed to work properly as a result of some action by the consumer is not covered by the listed Section. Makes violation of the new provisions an unlawful practice within the meaning of the Act.

LRB100 22254 JLS 40904 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 5. The Consumer Fraud and Deceptive Business  
5 Practices Act is amended by adding Section 2VVV as follows:

6 (815 ILCS 505/2VVV new)

7 Sec. 2VVV. Wireless telephones and contracts.

8 (a) This Section may be referred to as the Cell Phone Lemon  
9 Law.

10 (b) 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 (c) 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.

23 (d) If, within the period of a contract for wireless

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

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

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

25 (e) The wireless telephone service provider shall give a  
26 consumer a written statement of the consumer's rights under

1 this Section when a sale is made to which this Section applies.

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

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

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