



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

HB3490

Introduced 2/18/2025, by Rep. Michelle Mussman

#### SYNOPSIS AS INTRODUCED:

New Act  
815 ILCS 505/2HHHH new

Creates the Complex Wheelchair Right to Repair Act. Provides that, for complex wheelchairs and parts for complex wheelchairs sold or used in the State, an original equipment manufacturer shall make available to an independent repair provider, solely for the purpose of repairing complex wheelchairs, on fair and reasonable terms, any documentation, parts, service access methods, and tools, including, but not limited to, any updates to information, firmware, or embedded software that is needed for purposes of repair of complex wheelchairs and training courses and materials on the operation, inspection, diagnosis, maintenance, and repair of complex wheelchairs. Provides that a violation of any of the provisions of the Act is an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act. Provides for penalties. Provides that nothing in the Act shall require an original equipment manufacturer to divulge a trade secret to an independent repair provider. Amends the Consumer Fraud and Deceptive Business Practices Act to make a conforming change. Effective January 1, 2024.

LRB104 08706 SPS 18760 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. Short title. This Act may be cited as the  
5 Complex Wheelchair Right to Repair Act.

6 Section 5. Definitions. As used in this Act:

7 "Authorized repair provider" means an individual or  
8 business who has an arrangement with the original equipment  
9 manufacturer under which the original equipment manufacturer  
10 grants to the individual or business a license to use a trade  
11 name, service mark, or other proprietary identifier for the  
12 purposes of offering the services of diagnosis, maintenance,  
13 or repair of a complex wheelchair under the name of the  
14 original equipment manufacturer, or other arrangement with the  
15 original equipment manufacturer to offer such services on  
16 behalf of the original equipment manufacturer. An original  
17 equipment manufacturer who offers the services of diagnosis,  
18 maintenance, or repair of its own complex wheelchair, and who  
19 does not have an arrangement with an unaffiliated individual  
20 or business, shall be considered an authorized repair provider  
21 with respect to complex wheelchairs.

22 "Complex wheelchair" means a manual wheelchair or a  
23 power-driven wheelchair that can accommodate rehabilitative

1 accessories and features. As used in this definition, a  
2 power-driven wheelchair includes the following  
3 classifications: (i) group 2 power wheelchair with power  
4 options; (ii) group 3 power wheelchair; (iii) group 4 power  
5 wheelchair; or (iv) group 5 power wheelchair.

6 "Documentation" means any manual, diagram, reporting  
7 output, service code description, schematic diagram, security  
8 codes, passwords, or other guidance or information used in  
9 effecting the services of diagnosis, maintenance, or repair of  
10 a complex wheelchair.

11 "Fair and reasonable terms" means making available parts,  
12 tools, or documentation as follows:

13 (1) that documentation is made available by the  
14 original equipment manufacturer at no charge, except that,  
15 when the documentation is requested in physical printed  
16 form, a charge may be included for the reasonable, actual  
17 costs of preparing and sending the copy;

18 (2) that tools are made available by the original  
19 equipment manufacturer at no charge and without requiring  
20 authorization or internet access for use or operation of  
21 the tool, or imposing impediments to access or use of the  
22 tools to diagnose, maintain, or repair and enable full  
23 functionality of digital electronic equipment, or in a  
24 manner that impairs the efficient and cost-effective  
25 performance of any such diagnosis, maintenance, or repair,  
26 except that, when the tool is requested in physical form,

1 a charge may be included for the reasonable, actual costs  
2 of preparing and sending the tool; and

3 (3) that parts are made available by the original  
4 equipment manufacturer, either directly or through an  
5 authorized repair provider, to independents repair  
6 providers and owners at costs and terms that are  
7 equivalent to the most favorable costs and terms under  
8 which an original equipment manufacturer offers the parts  
9 to an authorized repair provider and that:

10 (A) accounts for any discount, rebate, convenient  
11 and timely means of delivery, means of enabling fully  
12 restored and updated functionality, rights of use, or  
13 other incentive and preference the original  
14 manufacturer offers to an authorized repair provider,  
15 or any additional cost, burden, or impediment the  
16 original equipment manufacturer imposes on an owner or  
17 independent repair provider;

18 (B) is not conditioned on or imposing a  
19 substantial obligation or restriction that is not  
20 reasonably necessary for enabling the owner or  
21 independent repair provider to engage in the  
22 diagnosis, maintenance, or repair of equipment made by  
23 or on behalf of the original equipment manufacturer;  
24 and

25 (C) is not conditioned on an arrangement with the  
26 original equipment manufacturer.

1 "Independent repair provider" means an individual or  
2 business operating in this State that is unaffiliated with an  
3 original equipment manufacturer that is engaged in the  
4 services of diagnosis, maintenance, or repair of complex  
5 wheelchairs.

6 "Original equipment manufacturer" means a business engaged  
7 in the business of selling, leasing, or otherwise supplying  
8 new complex wheelchairs manufactured by, or on behalf of,  
9 itself, to any individual or business.

10 "Owner" means an individual or business who owns or leases  
11 a complex wheelchair purchased or used in this State.

12 "Part" means any replacement part, either new or used,  
13 made available by an original equipment manufacturer for  
14 purposes of effecting the services of maintenance or repair of  
15 a complex wheelchair manufactured by or on behalf of, sold, or  
16 otherwise supplied by the original equipment manufacturer.

17 "Tools" means any software program, hardware implement, or  
18 other apparatus used for diagnosis, maintenance, or repair of  
19 a complex wheelchair, including software or other mechanisms  
20 that provision, program, or pair a new part, calibrate  
21 functionality, or perform any other function required to bring  
22 the product back to fully functional condition, including any  
23 updates.

24 "Trade secret" has the meaning given to that term in  
25 subsection (d) of Section 2 of the Illinois Trade Secrets Act.

1 Section 10. Right to repair.

2 (a) For complex wheelchairs and parts for complex  
3 wheelchairs that are sold or used in this State, an original  
4 equipment manufacturer shall make available to any independent  
5 repair provider and owner of a complex wheelchair manufactured  
6 by on behalf of, or sold by such original equipment  
7 manufacturer, on fair and reasonable terms, any documentation,  
8 parts, and tools, required for the diagnosis, maintenance, or  
9 repair of such a complex wheelchair and parts for the complex  
10 wheelchair, inclusive of any updates to information. The  
11 documentation parts and tools shall be made available either  
12 directly by the original equipment manufacturer or via an  
13 authorized repair provider.

14 (b) For equipment that contains an electronic security  
15 lock or other security-related function, the original  
16 equipment manufacturer shall make available to any owner and  
17 independent repair provider, on fair and reasonable terms, any  
18 special documentation, tools, and parts needed to access and  
19 reset the lock or function when disabled in the course of  
20 diagnosis, maintenance, or repair of the complex wheelchair.  
21 The documentation, tools, and parts may be made available  
22 through appropriate secure release systems.

23 Section 15. Enforcement by Attorney General. A violation  
24 of any of the provisions of this Act is an unlawful practice  
25 under the Consumer Fraud and Deceptive Business Practices Act.

1 All remedies, penalties, and authority granted to the Attorney  
2 General by that Act shall be available to him or her for the  
3 enforcement of this Act.

4 Section 20. Limitations.

5 (a) Nothing in this Act shall require an original  
6 equipment manufacturer to divulge any trade secret to any  
7 owner or independent service provider.

8 (b) Nothing in this Act shall to alter the terms of any  
9 arrangement in force between an authorized repair provider and  
10 an original equipment manufacturer, including, but not limited  
11 to, the performance or provision of warranty or recall repair  
12 work by an authorized repair provider on behalf of an original  
13 equipment manufacturer and pursuant to such arrangement,  
14 except that any provision in the terms that purports to waive,  
15 avoid, restrict or limit the original equipment manufacturer's  
16 obligations to comply with this Act shall be void and  
17 unenforceable.

18 (c) No original equipment manufacturer or authorized  
19 repair provider shall be liable for any damage or injury  
20 caused to any complex wheelchair by an independent repair  
21 provider or owner which occurs during the course of repair,  
22 diagnosis, or maintenance.

23 Section 25. Applicability. This Act applies with respect  
24 to complex wheelchairs sold or in use on or after the effective

1 date of this Act.

2 Section 90. The Consumer Fraud and Deceptive Business  
3 Practices Act is amended by adding Section 2BBBB as follows:

4 (815 ILCS 505/2HHHH new)

5 Sec. 2HHHH. Violations of the Complex Wheelchair Right to  
6 Repair Act. A person who violates the Complex Wheelchair Right  
7 to Repair Act commits an unlawful practice within the meaning  
8 of this Act.

9 Section 99. Effective date. This Act takes effect January  
10 1, 2026.