WEST VIRGINIA CODE: §46a-6E-1

§46A-6E-1. Definitions.

(a) "Assistive device" means any device enabling a person with a disability to communicate, see, hear or maneuver, which a consumer purchases or accepts transfer of in this state. This definition includes a demonstrator. Examples of assistive devices include, but are not limited to, manual and motorized wheelchairs, motorized scooters, hearing aids, telephone communication devices for the deaf (TTY), assistive listening devices, voice synthesized computer modules, optical scanners, talking software and braille printers.

(b) "Assistive device dealer" means a person who is in the business of selling assistive devices.

(c) "Assistive device lessor" means a person who leases an assistive device to a consumer, or who holds the lessor's rights, under a written lease.

(d) "Collateral costs" means expenses incurred by a consumer in connection with the repair of a nonconformity, including the costs of obtaining an alternative assistive device.

(e) "Consumer" means any of the following:

(1) The purchaser of an assistive device, if the assistive device was purchased from an assistive device dealer or manufacturer for purposes other than resale;

(2) A person to whom the assistive device is transferred for purposes other than resale, if the transfer occurs before the expiration of an express warranty applicable to the assistive device;

(3) A person who may enforce the warranty; and

(4) A person who leases an assistive device from an assistive device lessor under a written lease.

(f) "Current value of the written lease" means the total amount for which that lease obligates the consumer during the period of the lease remaining after its early termination, plus the assistive device dealer's early termination costs and the value of the assistive device at the lease expiration date if the lease sets forth that value, less the assistive device lessor's early termination savings.

(g) "Demonstrator" means an assistive device used primarily for the purpose of demonstration to the public.

(h) "Early termination cost" means any expense or obligation that an assistive device lessor incurs as a result of both the termination of a written lease before the termination date set

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forth in that lease and the return of an assistive device to a manufacturer pursuant to this section. Early termination cost includes a penalty for prepayment under finance arrangement.

(i) "Early termination saving" means any expense or obligation that an assistive device lessor avoids as a result of both the termination of a written lease before that termination date set forth in that lease and the return of an assistive device to a manufacturer pursuant to this section. Early termination saving includes an interest charge that the assistive device lessor would have paid to finance the assistive device or, if the assistive device lessor does not finance the assistive device, the difference between the total amount for which the lease obligates the consumer during the period of the lease term remaining after the early termination and the present value of that amount at the date of the early termination.

(j) "Manufacturer" means a person who manufactures or assembles assistive devices and agents of that person, including an importer, a distributor, factory branch, distributor branch and any warrantor of the manufacturer's assistive device, but does not include an assistive device dealer.

(k) "Nonconformity" means a condition or defect that substantially impairs the use, value or safety of an assistive device and is covered by a warranty applicable to the assistive device or to a component of the assistive device.

(l) "Reasonable allowance for use" means an amount obtained by multiplying the total amount for which the lease obligates the consumer by a fraction, the denominator of which is one thousand eight hundred twenty-five and the numerator of which is the number of days that the consumer used the assistive device before first reporting the nonconformity to the manufacturer, assistive device lessor or assistive device dealer.

(m) "Reasonable attempt to repair" means within the terms of a warranty applicable to a new assistive device:

(1) A nonconformity within the manufacturer's warranty continues after three attempts at repair by the manufacturer, assistive device lessor, or any of the manufacturer's authorized assistive device dealers; or

(2) The assistive device is out of service for thirty cumulative days because of warranty nonconformity.

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