

**SENATE . . . . . No. 210**

**The Commonwealth of Massachusetts**

PRESENTED BY:

***John J. Cronin***

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act expanding wheelchair warranty protections for consumers with disabilities.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
<i>John J. Cronin</i>	<i>Worcester and Middlesex</i>	
<i>Cindy F. Friedman</i>	<i>Fourth Middlesex</i>	<i>2/12/2025</i>
<i>Sal N. DiDomenico</i>	<i>Middlesex and Suffolk</i>	<i>2/27/2025</i>
<i>Joanne M. Comerford</i>	<i>Hampshire, Franklin and Worcester</i>	<i>2/18/2025</i>
<i>Sally P. Kerans</i>	<i>13th Essex</i>	<i>2/18/2025</i>
<i>Jacob R. Oliveira</i>	<i>Hampden, Hampshire and Worcester</i>	<i>2/18/2025</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>	<i>3/4/2025</i>
<i>Patrick M. O'Connor</i>	<i>First Plymouth and Norfolk</i>	<i>3/31/2025</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>	<i>3/31/2025</i>
<i>Nick Collins</i>	<i>First Suffolk</i>	<i>4/7/2025</i>
<i>John F. Keenan</i>	<i>Norfolk and Plymouth</i>	<i>4/24/2025</i>
<i>Robyn K. Kennedy</i>	<i>First Worcester</i>	<i>6/4/2025</i>
<i>Vanna Howard</i>	<i>17th Middlesex</i>	<i>6/10/2025</i>
<i>Edward J. Kennedy</i>	<i>First Middlesex</i>	<i>6/10/2025</i>
<i>William J. Driscoll, Jr.</i>	<i>Norfolk, Plymouth and Bristol</i>	<i>7/1/2025</i>
<i>Pavel M. Payano</i>	<i>First Essex</i>	<i>10/21/2025</i>

**SENATE . . . . . No. 210**

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By Mr. Cronin, a petition (accompanied by bill, Senate, No. 210) of John J. Cronin, Cindy F. Friedman, Sally P. Kerans, Jacob R. Oliveira and other members of the General Court for legislation to expand wheelchair warranty protections for consumers with disabilities. Consumer Protection and Professional Licensure.

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[SIMILAR MATTER FILED IN PREVIOUS SESSION  
SEE SENATE, NO. 2546 OF 2023-2024.]

**The Commonwealth of Massachusetts**

—————  
**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**  
—————

An Act expanding wheelchair warranty protections for consumers with disabilities.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           SECTION 1. Chapter 32A of the General Laws is hereby amended by inserting after  
2 section 17S the following section:-

3           Section 17T. For purposes of this section, “complex rehabilitation technology  
4 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
5 requires evaluation, configuration, fitting, adjustment or programming that is medically  
6 necessary to enhance the mobility or positioning of an individual with a disability.

7           Any coverage offered by the commission to an active or retired employee of the  
8 commonwealth insured under the commission shall not require a member to obtain a

9 preauthorization for any repair of a complex rehabilitation technology wheelchair estimated to  
10 cost less than \$1,000.

11 SECTION 2. Chapter 93 of the General Laws is hereby amended by striking out section  
12 107, as appearing in the 2022 Official Edition, and inserting in place thereof the following  
13 section:-

14 Section 107. (a) As used in this section, the following words shall have the following  
15 meanings unless the context clearly indicates otherwise:

16 “Authorized wheelchair dealer”, any seller of a wheelchair that: (i) has an exclusive  
17 distribution arrangement within a specified geographic area with any person or entity that  
18 manufactures or assembles the type of wheelchair at issue; or (ii) is designated by the person or  
19 entity that manufactures or assembles the type of wheelchair at issue to repair or accept for repair  
20 such type of wheelchair.

21 “Collateral costs”, expenses incurred by a consumer in connection with the repair of a  
22 nonconformity, including, but not limited to: (i) the cost to rent a wheelchair or other assistive  
23 device for mobility during the time repairs are attempted and until the receipt of a replacement  
24 wheelchair; (ii) the cost of shipping a wheelchair that has a nonconformity to a manufacturer,  
25 lessor or authorized wheelchair dealer for repair or replacement; and (iii) out-of-pocket medical  
26 expenses for the treatment of any physical injury caused by the nonconformity in the wheelchair.

27 “Consumer”, (i) the purchaser of a wheelchair, including purchases covered by private or  
28 public insurance, if the wheelchair was purchased from a wheelchair dealer or manufacturer for  
29 purposes other than resale; (ii) a person to whom the wheelchair is transferred for purposes other  
30 than resale; provided, however, that such transfer shall occur before the expiration of an express

31 warranty applicable to the wheelchair; (iii) a person who may enforce the express warranty  
32 applicable to the wheelchair; or (iv) a person who leases a wheelchair from a wheelchair lessor  
33 under a written lease; provided, however, that “consumer” shall include those who have not paid  
34 all or some out of pocket costs for the purchase or lease of a wheelchair.

35 “Defective”, having a condition of nonconformity.

36 “Early termination cost”, an expense or obligation incurred by a wheelchair lessor as a  
37 result of both the termination of a written lease before the termination date set forth in such lease  
38 and the return of a wheelchair to a manufacturer pursuant to paragraph (3) of subsection (c);  
39 provided, however, that “early termination cost” shall include a penalty for prepayment under a  
40 finance arrangement.

41 “Early termination savings”, an expense or obligation avoided by a wheelchair lessor as a  
42 result of both the termination of a written lease before the termination date set forth in such lease  
43 and the return of a wheelchair to a manufacturer pursuant to paragraph (3) of subsection (c);  
44 provided, however, that “early termination savings” shall include interest charges that a  
45 wheelchair lessor would have paid to finance the wheelchair or, if the wheelchair was not  
46 financed, the difference between the total amount for which the lease obligates the consumer  
47 during the period of the lease term remaining after the early termination and the present value of  
48 such amount at the date of the early termination.

49 “Express warranty”, a warranty that guarantees that the wheelchair shall be free from any  
50 condition or defect that substantially impairs the use, value or safety of the wheelchair.

51 “Manufacturer”, a person or entity that manufactures or assembles wheelchairs and  
52 agents of that person or entity, including an authorized wheelchair dealer, an importer, a

53 distributor, factory branch, distributor branch and any warrantors of the manufacturer's  
54 wheelchair; provided, however, that “manufacturer” shall not include a professional who  
55 fabricates, without charge, a device for use in the course of medical treatment.

56 “Nonconformity”, a condition or defect that substantially impairs the use, value or safety  
57 of a wheelchair and that is covered by an express warranty applicable to the wheelchair or to a  
58 component of the wheelchair; provided, however, that “nonconformity” shall not include a  
59 condition or defect which results from abuse, neglect or the unreasonable and foreseeable misuse  
60 of the wheelchair by consumer modification or alteration.

61 “Original wheelchair”, the nonconforming wheelchair to be repaired.

62 “Reasonable attempt to repair”, : (i) not less than 2 attempts to repair a nonconformity by  
63 the manufacturer, wheelchair lessor or any of the manufacturer's authorized wheelchair dealers  
64 which failed to repair the nonconformity after the consumer reported the nonconformity and  
65 made the wheelchair available to the manufacturer for repair within the applicable warranty  
66 period; or (ii) the wheelchair is out of service for an aggregate of not less than 21 days because  
67 of a warranty nonconformity after the consumer reported the nonconformity and made the  
68 wheelchair available to the manufacturer for repair within the applicable warranty period.

69 “Replacement wheelchair”, a properly working wheelchair that is identical to the  
70 nonconforming wheelchair or that is comparable in all functional capabilities to the original  
71 wheelchair provided by the manufacturer, wheelchair lessor or manufacturer’s authorized  
72 wheelchair dealer to the consumer in place of the nonconforming wheelchair.

73 “Standard wheelchair”, a manual or power wheelchair that has minimal adjustability and  
74 customization.

75           “Temporary loaner wheelchair”, a wheelchair provided to the consumer that: (i) is free of  
76 charge; (ii) is in good working order; (iii) is able to perform the most essential functions of the  
77 original wheelchair, considering the disabilities of the user; and (iv) does not have any  
78 differences from the original wheelchair that create a threat to health or safety; provided,  
79 however, that a “temporary loaner wheelchair” need not be new or identical to or have functional  
80 capabilities equal to or greater than those of the original wheelchair.

81           “Wheelchair”, a manual or motorized wheeled device that enhances the mobility or  
82 positioning of an individual with a disability.

83           “Wheelchair dealer”, an individual or entity that is in the business of selling wheelchairs,  
84 including, but not limited to, an authorized wheelchair dealer and a manufacturer who sells  
85 wheelchairs directly to consumers.

86           “Wheelchair lessor”, an individual or entity that leases a wheelchair to a consumer, or  
87 who holds the lessor’s rights, under a written lease.

88           (b)(1) A manufacturer who sells or leases a wheelchair to a consumer, either directly or  
89 through a wheelchair dealer or wheelchair lessor, shall furnish the consumer with an express  
90 warranty for the wheelchair; provided, however, that the duration of the express warranty shall  
91 be not less than 2 years after first delivery of the wheelchair to the consumer.

92           (2) At the time of purchase or lease of a wheelchair, the manufacturer shall provide  
93 directly to the consumer a statement, written in not less than 14-point all capital boldfaced type  
94 on a separate piece of paper, or in such other form as the consumer may access, which shall  
95 include the applicable warranty period of not less than 2 years from the date of first delivery, in  
96 substantially the following form:

97           “IMPORTANT: IF THIS WHEELCHAIR IS DEFECTIVE WITHIN THE PERIOD OF  
98 YOUR WARRANTY, [INSERT WARRANTY PERIOD, NOT LESS THAN 2 YEARS FROM  
99 THE DATE OF FIRST DELIVERY], YOU MAY BE ENTITLED UNDER STATE LAW TO  
100 REPLACEMENT OF THE WHEELCHAIR OR A REFUND OF ITS PURCHASE PRICE. TO  
101 BE ENTITLED TO A REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE  
102 MANUFACTURER, THE WHEELCHAIR LESSOR OR THE WHEELCHAIR DEALER OF  
103 THE NON-CONFORMITY AND GIVE THE MANUFACTURER OR AUTHORIZED  
104 WHEELCHAIR DEALER AN OPPORTUNITY TO REPAIR THE WHEELCHAIR IN  
105 ACCORDANCE WITH SECTION 107 OF CHAPTER 93 OF THE MASSACHUSETTS  
106 GENERAL LAWS.

107           IF THIS WHEELCHAIR IS DEFECTIVE WITHIN THE PERIOD OF YOUR  
108 WARRANTY, THE MANUFACTURER OR AUTHORIZED WHEELCHAIR DEALER  
109 MUST PERFORM A REMOTE ASSESSMENT OF THE WHEELCHAIR NOT MORE THAN  
110 3 BUSINESS DAYS FOLLOWING NOTICE AND, IF NECESSARY, PERFORM AN IN-  
111 PERSON ASSESSMENT NOT MORE THAN 4 BUSINESS DAYS FOLLOWING THE  
112 REMOTE ASSESSMENT.

113           IF NECESSARY, THE MANUFACTURER OR AUTHORIZED WHEELCHAIR  
114 DEALER SHALL PROVIDE A TEMPORARY LOANER WHEELCHAIR FOR THE  
115 DURATION OF REPAIRS PROVIDED FOR UNDER THE WARRANTY AS SOON AS  
116 POSSIBLE, BUT NOT MORE THAN 4 BUSINESS DAYS FOLLOWING NOTICE FOR  
117 STANDARD WHEELCHAIRS AND 8 BUSINESS DAYS FOLLOWING NOTICE FOR  
118 CUSTOMIZED, ADAPTED OR MODIFIED WHEELCHAIRS.”.

119 (3) If the manufacturer, lessor or wheelchair dealer fail to provide the statement of  
120 warranty as required pursuant to this subsection, the manufacturer shall be in violation of this  
121 subsection and the minimum express warranty period shall be extended to 3 years.

122 (c)(1) If a new wheelchair is defective and the consumer reports such nonconformity to  
123 the manufacturer, a wheelchair lessor or a wheelchair dealer and such consumer makes the  
124 wheelchair available for repair prior to the expiration of the applicable warranty period from the  
125 date of first delivery, the nonconformity shall be repaired at no charge to the consumer. It shall  
126 be presumed that the consumer has made the wheelchair available to the manufacturer or  
127 authorized wheelchair dealer for repair if such consumer allows the manufacturer or dealer to  
128 take it from the consumer's home or other location where the user customarily uses the  
129 wheelchair.

130 (2) If a wheelchair covered by a manufacturer's warranty has a nonconformity to which  
131 the warranty is applicable and is made available by the consumer to the manufacturer or  
132 authorized wheelchair dealer for the repair of the nonconformity, the manufacturer shall:

133 (i) perform, or coordinate with an authorized wheelchair dealer to perform, a remote  
134 assessment of the original wheelchair not more than 3 business days following notice from the  
135 consumer and, if it is determined that a remote assessment is not sufficient to diagnose the  
136 nonconformity, an in-person assessment not more than 4 business days following the remote  
137 assessment; provided, however, that if a consumer cancels the initial remote assessment and the  
138 manufacturer or authorized wheelchair dealer makes reasonable efforts to reschedule the  
139 assessment as soon as feasible, the manufacturer or authorized wheelchair dealer shall not be in  
140 violation of this clause; provided, however, that the manufacturer or authorized dealer shall

141 provide the consumer with an estimated timeframe for assessment and, following assessment, an  
142 estimated timeframe for any repairs;

143 (ii) provide, or coordinate with an authorized wheelchair dealer to provide, for the  
144 duration of the repair period, directly and at no cost to the consumer, as selected by the consumer  
145 and as soon as reasonably possible: (A) a temporary loaner wheelchair not more than 4 business  
146 days following notice from the consumer if the original wheelchair is a standard wheelchair and  
147 not more than 8 business days following notice by the consumer if the original wheelchair has  
148 been customized, adapted or modified to the extent that a standard wheelchair is not a suitable  
149 temporary loaner wheelchair; or (B) reimbursement for the cost incurred by the consumer for  
150 renting a wheelchair while the original wheelchair is assessed and repaired; and

151 (iii) cover all of the consumer's collateral costs.

152 (3) If, after a reasonable attempt to repair, the nonconformity is not repaired, the  
153 manufacturer shall:

154 (i) at the direction of a consumer other than one who leases a wheelchair: (A) accept  
155 return of the original wheelchair, issue a replacement wheelchair and refund any collateral costs;  
156 or (B) accept return of the wheelchair and refund to the consumer and to any holder of a  
157 perfected security interest, as their interest may appear, the full purchase price and any finance  
158 charge amount paid by the consumer at the point of sale and any collateral costs, less a  
159 reasonable allowance for use; provided, however, that a reasonable allowance for use shall not  
160 exceed the amount obtained by multiplying the full purchase price of the wheelchair by a  
161 fraction, the denominator of which shall be 1,825 and the numerator of which shall be the

162 number of days that the wheelchair was in the consumer's possession before the consumer first  
163 reported the nonconformity to the wheelchair dealer; or

164 (ii) at the direction of a consumer who leases a wheelchair, accept return of the original  
165 wheelchair, refund to the wheelchair lessor and to any holder of a perfected security interest, as  
166 their interest may appear, the current value of the written lease and refund to the consumer the  
167 amount such consumer paid under the written lease and any collateral costs, less a reasonable  
168 allowance for use; provided, however, that a reasonable allowance for use shall not exceed the  
169 amount obtained by multiplying the total amount for which the written lease obligates the  
170 consumer by a fraction, the denominator of which shall be 1,825, or the number of days of the  
171 lease, whichever number is greater, and the numerator of which shall be half of the number of  
172 days that the consumer possessed the wheelchair before first reporting the nonconformity to the  
173 manufacturer, wheelchair lessor or wheelchair dealer; and provided further, that

174 the current value of the written lease shall be the total amount for which that lease  
175 obligates the consumer during the period of the lease remaining after its early termination, plus  
176 the wheelchair dealer's early termination costs and the value of the original wheelchair at the  
177 lease expiration date if the lease sets forth that value, less the wheelchair lessor's early  
178 termination savings.

179 To receive a replacement wheelchair or a refund due under paragraph (3) of this  
180 subsection, a consumer described thereunder shall offer to transfer possession of the wheelchair  
181 having the nonconformity to its manufacturer. Not later than 30 days after such offer, the  
182 manufacturer shall provide the consumer with the replacement wheelchair or refund. When the  
183 manufacturer provides the replacement wheelchair or refund, the consumer shall make the

184 wheelchair having the nonconformity available for return to the manufacturer, along with any  
185 endorsements necessary to transfer legal possession to the manufacturer.

186 (4)(i) To receive a refund due under clause (i) of paragraph (3) of subsection (C), a  
187 consumer described thereunder shall offer to return the original wheelchair to its manufacturer.  
188 Not later than 30 days after such offer, the manufacturer shall provide the refund to the  
189 consumer. When the manufacturer provides the refund, the consumer shall make the original  
190 wheelchair available for return to the manufacturer.

191 (ii) To receive a refund due under paragraph (3) of subsection (C), a wheelchair lessor  
192 shall offer to transfer possession of the original wheelchair to its manufacturer. No later than 30  
193 days after such offer, the manufacturer shall provide the refund to the wheelchair lessor. When  
194 the manufacturer provides the refund, the wheelchair lessor shall provide to the manufacturer any  
195 endorsements necessary to transfer legal possession to the manufacturer.

196 A lease against a consumer shall not be enforced after such consumer exercises rights  
197 pursuant to clause (ii) of paragraph (3).

198 A wheelchair returned by a consumer or wheelchair lessor in the commonwealth, or by a  
199 consumer or wheelchair lessor in another state under a similar law of that state, shall not be  
200 resold or leased in the commonwealth unless the reasons for such return have been fully  
201 disclosed to a prospective buyer or lessee.

202 (5) Manufacturers shall fill all repair and replacement orders for wheelchairs under  
203 warranty pursuant to this section from their own inventory or have a written subcontract for the  
204 purchase of items necessary to fill repair and replacement orders; provided, however, that the  
205 subcontract shall be in writing and contain, at a minimum: (i) names, addresses, phone numbers

206 and contact information for both entities; (ii) the contract term start and end dates; (iii) a  
207 description of the wheelchairs covered under the subcontract and the cost of each item; (iv)  
208 signatures of both parties, including signature dates and position titles; (v) an established credit  
209 limit that is reasonable, based on the value of the products and services to be provided by the  
210 contractor; and (vi) a provision requiring shipping of parts, whenever feasible, by overnight mail.

211 (6) The manufacturer shall keep written record of all repair attempts made, including, but  
212 not limited to: (i) the date a repair was requested; (ii) the type of repair requested; (iii) the date  
213 the repair attempt began; (iv) the length of the repair attempt; (v) collateral costs covered; (vi)  
214 the results of the repair attempt; and (vii) the total number of repair attempts made.

215 (d) Each consumer shall have the option of submitting any dispute arising under this  
216 section, upon the payment of a prescribed filing fee, to an alternate arbitration mechanism  
217 established pursuant to regulations promulgated under this section by the undersecretary of  
218 consumer affairs and business regulation. Upon application of the consumer and payment of the  
219 appropriate filing fee by the consumer, a manufacturer shall submit to alternative arbitration. The  
220 alternate arbitration shall be conducted by a professional arbitrator or arbitration firm appointed  
221 by and pursuant to the regulations promulgated by the office of consumer affairs and business  
222 regulation pursuant to this section. The alternate arbitration mechanism shall ensure the personal  
223 objectivity of its arbitrators and the right of each party to present its case, be in attendance during  
224 any presentation made by the other party and rebut or refute such presentation.

225 (e) The attorney general may bring an action under section 4 of chapter 93A to enforce  
226 this section and to obtain restitution, civil penalties, injunctive relief and any other relief awarded  
227 pursuant to said chapter 93A. Nothing contained in this section shall limit any rights or remedies

228 available to a consumer under any other law. Any waiver by a consumer of rights under this  
229 section shall be void.

230 (f) In addition to any other remedy at law, a consumer may bring an action to recover for  
231 damages caused by a violation of this section. The court shall award a consumer who prevails in  
232 such an action twice the amount of any pecuniary loss, together with costs, disbursements and  
233 reasonable attorney fees, and any equitable relief that the court deems is appropriate.

234 (g) Annually, not later than January 1, the office of consumer affairs and business  
235 regulation shall report to the joint committee on children, families and persons with disabilities  
236 and the joint committee on consumer protection and professional licensure on the operational  
237 status of the wheelchair alternate arbitration mechanism, including, but not limited to, data  
238 regarding the number of complaints filed through the alternate arbitration mechanism and the  
239 aggregate results of such arbitration procedures.

240 (h) The undersecretary of consumer affairs and business regulation shall promulgate  
241 regulations to implement this section, which shall include, but not be limited to, information on  
242 the components and functions necessary for a temporary loaner wheelchair to be in compliance  
243 with this section.

244 SECTION 3. Chapter 118E of the General Laws is hereby amended by inserting after  
245 section 10Q the following section:-

246 Section 10R. For purposes of this section, “complex rehabilitation technology  
247 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
248 requires evaluation, configuration, fitting, adjustment or programming that is medically  
249 necessary to enhance the mobility or positioning of an individual with a disability.

250 The division and its contracted health insurers, health plans, health maintenance  
251 organizations, behavioral health management firms and third-party administrators under contract  
252 to a Medicaid managed care organization or primary care clinician plan shall not require a  
253 preauthorization for any repair of a complex rehabilitation technology wheelchair estimated to  
254 cost less than \$1,000.

255 SECTION 4. Chapter 175 of the General Laws is hereby amended by inserting after  
256 section 47UU the following section:-

257 Section 47VV. For purposes of this section, “complex rehabilitation technology  
258 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
259 requires evaluation, configuration, fitting, adjustment or programming that is medically  
260 necessary to enhance the mobility or positioning of an individual with a disability.

261 Any policy, contract, agreement, plan or certificate of insurance issued, delivered or  
262 renewed within the commonwealth, which is considered creditable coverage under section 1 of  
263 chapter 111M, shall not require a member to obtain a preauthorization for any repair of a  
264 complex rehabilitation technology wheelchair estimated to cost less than \$1,000.

265 SECTION 5. Chapter 176A of the General Laws is hereby amended by inserting after  
266 section 8VV the following section:-

267 Section 8WW. For purposes of this section, “complex rehabilitation technology  
268 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
269 requires evaluation, configuration, fitting, adjustment or programming that is medically  
270 necessary to enhance the mobility or positioning of an individual with a disability.

271 Any contract between a subscriber and the corporation under an individual or group  
272 hospital service plan that is delivered, issued or renewed within the commonwealth shall not  
273 require a member to obtain a preauthorization for any repair of a complex rehabilitation  
274 technology wheelchair estimated to cost less than \$1,000.

275 SECTION 6. Chapter 176B of the General Laws is hereby amended by inserting after  
276 section 4VV the following section:-

277 Section 4WW. For purposes of this section, “complex rehabilitation technology  
278 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
279 requires evaluation, configuration, fitting, adjustment or programming that is medically  
280 necessary to enhance the mobility or positioning of an individual with a disability.

281 Any subscription certificate under an individual or group medical service agreement  
282 delivered, issued or renewed within the commonwealth shall not require a member to obtain a  
283 preauthorization for any repair of a complex rehabilitation technology wheelchair estimated to  
284 cost less than \$1,000.

285 SECTION 7. Chapter 176G of the General Laws is hereby amended by inserting after  
286 section 4NN the following section:-

287 Section 4OO. For purposes of this section, “complex rehabilitation technology  
288 wheelchair” shall mean an individually-configured manual or motorized wheeled device that  
289 requires evaluation, configuration, fitting, adjustment or programming that is medically  
290 necessary to enhance the mobility or positioning of an individual with a disability.

291 Any individual or group health maintenance contract that is issued or renewed shall not  
292 require a member to obtain a preauthorization for any repair of a complex rehabilitation  
293 technology wheelchair estimated to cost less than \$1,000.

294 SECTION 8. Section 25 of chapter 176O of the General Laws, as appearing in the 2022  
295 Official Edition, is hereby amended by inserting after the word “services”, in line 49, the  
296 following words:- ; provided, however, that a health plan shall not require a prior authorization  
297 for any repair of a complex rehabilitation technology wheelchair estimated to cost less than  
298 \$1,000.

299 SECTION 9. The undersecretary of consumer affairs and business regulation regulations  
300 shall promulgate the regulations required under subsection (h) of section 107 of chapter 93 of the  
301 General Laws not later than 90 days after the effective date of this act.