

1 AN ACT concerning automotive repair.

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 Automotive Collision Repair Act.

6 Section 5. Purpose. With the increased complexity and
7 technology involved in the repair of collision-damaged
8 vehicles, there is a need for improved communication and
9 accounting between collision repair businesses and vehicle
10 owners. This Act enables purchasers of these services to
11 make informed decisions based on standard practices by
12 Illinois automotive collision repair businesses.

13 Section 10. Definitions. As used in this Act:

14 "Automotive collision and body repair" means all repairs
15 that are commonly performed by a body repair technician to
16 restore a damaged vehicle to a condition similar to the
17 vehicle condition prior to the damage or deterioration
18 including, but not limited to, the diagnosis, installation,
19 exchange, repair, or refinishing of exterior body panels,
20 trim, glass, lighting, structural chassis, and mechanical
21 components. The term does not include commercial fleet repair
22 or maintenance transactions involving 2 or more vehicles or
23 ongoing service or maintenance contracts involving vehicles
24 used primarily for business purposes.

25 "Automotive collision and body repair facility" means a
26 person, firm, association, or corporation that for
27 compensation engages in the business of cosmetic repair,
28 structural repair, or refinishing of automobiles with defect
29 related to accident or deterioration.

30 "New part" means a part or component manufactured or

1 supplied by the original equipment manufacturer in an unused
2 condition.

3 "Used part" means an original equipment manufacturer part
4 or component removed from a vehicle of similar make, model,
5 and condition without the benefit of being rebuilt or
6 remanufactured.

7 "Rebuilt part" or "reconditioned part" means a used part
8 that has been inspected and remanufactured to restore
9 functionality.

10 "Aftermarket part" means a new part that is not
11 manufactured or supplied by the original equipment
12 manufacturer for addition to, or replacement of, exterior
13 body panel or trim.

14 Section 15. Disclosure to consumers; estimates.

15 (a) No work for compensation that exceeds \$100 shall be
16 commenced without specific authorization from the consumer
17 after the disclosure set forth in this Section.

18 (b) Every vehicle collision repair facility shall either
19 (i) give to each consumer a written estimated price for labor
20 and parts for a specific repair and shall not charge for work
21 done or parts supplied in an amount that exceeds the estimate
22 by more than 10% without oral or written consent from the
23 consumer; or (ii) give to each consumer a written price limit
24 for each specific repair and shall not exceed that limit
25 without oral or written consent of the consumer. The estimate
26 shall include the total costs to repair the vehicle.

27 Estimates shall include all charges to be paid by the
28 consumer to complete the repair, including any charges for
29 estimates, diagnostics, storage, and administrative fees.

30 (c) Collision repair facilities shall describe in the
31 estimate the major parts needed to effectuate the repair and
32 shall designate the parts as either new parts, used parts,
33 rebuilt or reconditioned parts, or aftermarket parts.

1 (d) Estimates shall indicate that the collision repair
2 facility may use a combination of industry standard flat rate
3 (time) manuals, actual time, or condition of the vehicle to
4 determine labor costs. This disclosure mandate may also be
5 fulfilled by means of a sign that provides the same
6 information to the consumer. The sign shall be posted at a
7 location that can be easily viewed by the consumer.

8 (e) If it is necessary to disassemble or partially
9 disassemble a vehicle or vehicle component in order to
10 provide the consumer a written estimate for required repairs,
11 the estimate shall show the cost of any disassembly or
12 reassembly, or both, if the consumer elects not to proceed
13 with the repair of the vehicle.

14 (f) The estimate shall include the date the estimate was
15 prepared or the date the vehicle was presented to the
16 collision repair facility for repair and the odometer reading
17 on the vehicle at the time the vehicle was left with the
18 collision repair facility.

19 Section 20. Notice of consumer's rights; estimate. When
20 an estimate is required to be presented to a consumer, a
21 collision repair facility shall disclose to the prospective
22 consumer an estimated price quotation with the following
23 statement included or attached with the consumer's signature:

24 "You are entitled to a price estimate for the repairs you
25 have authorized. The repair price may be less than the
26 estimate but shall not exceed: (1) any price limited
27 estimate; or (2) any parts or labor estimate by more than
28 10%. Additional repairs may not be performed without your
29 consent.

30 You may waive your right to notification, which gives the
31 collision repair facility the right to set the price without
32 your permission. Your signature will indicate your selection.

33 (a) I have received a written estimate and the repairs

1 may proceed.

2 Signature

3 (b) Please proceed with repairs but call me for approval
4 before continuing if the price exceeds \$.....

5 Signature

6 (c) Please proceed with repairs and I waive my right to
7 notification if the stated price is exceeded.

8 Signature

9 Date..... Time.....

10 This estimated price for authorized repairs will be
11 honored if the motor vehicle is delivered to the facility
12 within the time period agreed to by the consumer and the
13 collision repair facility."

14 Section 25. Estimated price insufficient. If it is
15 determined that the estimated price is insufficient because
16 of unforeseen circumstances, the consumer's consent must be
17 obtained before the work estimated is done or parts estimated
18 are supplied. If the consumer's consent is oral, the vehicle
19 collision repair facility shall make a notation on the work
20 order or estimate and on the invoice of the date, time, name
21 of person authorizing the additional repairs, and telephone
22 number called, if any, together with a specification of the
23 additional parts and labor and the total additional cost.

24 Section 30. Consumers authorizations of repairs or other
25 actions. After receiving the estimate, the owner or the
26 owner's agent may (i) authorize the repairs at the estimate
27 of cost and time in writing, (ii) request the return of the
28 motor vehicle in a disassembled state, or (iii) request that
29 the vehicle be assembled in reasonably the same condition as
30 when released to the collision repair facility, in which case
31 the collision repair facility shall make the motor vehicle
32 available for possession within 3 working days after the time

1 of request, unless parts are not available making additional
2 time necessary. The collision repair facility may receive
3 payment for only those items on the schedule of charges to
4 which the facility is entitled.

5 Section 35. Inability to deliver motor vehicle to
6 facility during business hours. When the consumer is unable
7 to deliver the motor vehicle to the collision repair facility
8 during business hours, and the consumer has requested the
9 collision repair facility to take possession of the motor
10 vehicle for the purpose of repairing or estimating the cost
11 of repairing the motor vehicle, the collision repair facility
12 may not undertake the diagnosing or repairing of any damage
13 or defects to the motor vehicle for compensation unless the
14 collision repair facility has complied with all of the
15 following conditions:

16 (1) The collision repair facility has prepared a
17 written estimate or a firm price quotation of the price
18 for labor and parts necessary to repair the motor
19 vehicle.

20 (2) By telephone or otherwise, the consumer has
21 been given all of the material information on the written
22 estimate or firm price quotation, and the consumer has
23 approved the written estimate or firm price quotation.

24 (3) The consumer has given his or her oral written
25 authorization to the collision repair facility to make
26 the repairs pursuant to the written estimate or firm
27 price quotation.

28 If the consumer's authorization is oral, the collision
29 repair facility shall make, on both the written invoice and
30 the estimate or firm price quotation, a notation of the name
31 of the person authorizing the repairs, the date, the time,
32 and the telephone number called, if any. Any charge for parts
33 or labor in excess of the original estimate must be

1 separately authorized by the consumer as provided in
2 subsection (b) of Section 15 and in Section 25.

3 Section 40. Disclosures to consumers; invoices.

4 (a) On completion of repairs, the collision repair
5 facility shall provide the consumer with an accurate record
6 in the form of a final estimate or invoice. An estimate that
7 is stamped "invoice" may be deemed the same as an itemized
8 invoice. The final estimate or invoice shall accurately
9 record in writing all of the items set forth in this Section.

10 (b) The invoice shall show the collision repair
11 facility's business name and address, the date of the
12 invoice, the odometer reading at the time the final estimate
13 or invoice was prepared, the name of the consumer, and the
14 description of the vehicle including the vehicle
15 identification number (VIN). In addition, the invoice shall
16 describe all repair work done by the collision repair
17 facility, including all warranty work, and shall separately
18 identify (i) each major part supplied in a manner so that the
19 consumer can identify the part as one described in Section 10
20 of this Act, and (ii) the total price charged for all charges
21 including, but not limited to, parts, labor, and sales tax.
22 The invoice or final estimate shall itemize any additional
23 charges and include those charges in the total presented to
24 the consumer.

25 (c) A legible copy of the invoice or final estimate
26 shall be given to the consumer and a legible copy shall be
27 retained by the collision repair facility for a period of 2
28 years from the date of repair as a part of the collision
29 repair facility's records, which may be retained in
30 electronic format. Records may be stored at a separate
31 location.

32 Section 45. Consumer disclosures; guarantees;

1 warranties.

2 (a) If a collision repair facility provides a warranty
3 on repair parts and labor, the facility shall put the
4 warranty in writing and give a legible copy to the consumer.
5 The consumer's copy of the warranty must contain the
6 following:

7 (1) The nature and extent of the warranty,
8 including a description of parts and service included in
9 or excluded from the warranty.

10 (2) The duration of the warranty and the
11 requirements to be performed by the warrantee before the
12 warrantor will fulfill the warranty.

13 (3) All conditions and limitations of the warranty
14 and the manner in which the warrantor will fulfill the
15 warranty, such as by repair, replacement, or refund.

16 (4) Any options of the warrantor or warrantee.

17 (5) The warrantor's identity and address.

18 (b) When repair or diagnostic work is performed pursuant
19 to a warranty, a collision repair facility shall give an
20 estimate of the time to complete repairs.

21 Section 50. Consumer disclosures; required signs. Every
22 motor vehicle repair facility shall post in a prominent place
23 on the business premises one or more signs, readily visible
24 to customers, in the following form:

25 YOUR CUSTOMER RIGHTS. UNLESS THE FACILITY PROVIDES A FIRM
26 PRICE QUOTATION, YOU ARE ENTITLED BY LAW TO:

27 1. A WRITTEN ESTIMATE FOR REPAIRS THAT WILL COST MORE THAN
28 \$100 UNLESS ABSENT FACE-TO-FACE CONTACT (SEE ITEM 3 BELOW).

29 2. AUTHORIZE ORALLY OR IN WRITING ANY REPAIRS THAT EXCEED
30 THE ESTIMATED TOTAL PRE-SALES-TAX COST BY MORE THAN 10% OR
31 THAT EXCEED THE LIMITED PRICE ESTIMATE.

1 3. AUTHORIZE ANY REPAIRS ORALLY OR IN WRITING IF YOUR
2 VEHICLE IS LEFT WITH THE COLLISION REPAIR FACILITY WITHOUT
3 FACE-TO-FACE CONTACT BETWEEN YOU AND THE COLLISION REPAIR
4 FACILITY PERSONNEL.

5 IF YOU HAVE AUTHORIZED A REPAIR IN ACCORANCE WITH THE ABOVE
6 INFORMATION, YOU ARE REQUIRED TO PAY FOR THE COSTS OF THE
7 REPAIR PRIOR TO TAKING THE VEHICLE FROM THE PREMISES.

8 The first line of each sign shall be in letters not less
9 than 1.5 inches in height, and the remaining lines shall be
10 in letters not less than 0.5 inch in height.

11 Section 55. Recordkeeping. Every collision repair
12 facility shall maintain copies of estimates for contracted
13 work and all invoices. The copies may be maintained in an
14 electronic format, shall be kept for 2 years, and shall be
15 available for inspection by the Attorney General.

16 Section 60. Removal of vehicle from facility. Upon
17 reasonable notice and during the collision repair facility's
18 business hours, a consumer may remove a vehicle from a
19 collision repair facility upon paying for the following:

- 20 (1) Labor actually performed.
- 21 (2) Parts actually installed.
- 22 (3) Parts ordered specifically for the consumer's
23 car if the order is not cancelable or the parts are not
24 returnable for cash or credit.
- 25 (4) Storage and administrative charges imposed in
26 accordance with the schedule of charges if posted on a
27 sign within the shop or otherwise disclosed to consumers
28 prior to repairs.

29 Section 65. Lien barred. A collision repair facility
30 that fails to comply with Section 15, 20, 25, 30, 35, 40, 45,

1 50, 55, or 60 is barred from asserting a possessory or
2 chattel lien for the amount of the unauthorized parts or
3 labor upon the motor vehicle or component. However, in any
4 lawsuit brought by or against a collision repairer involving
5 the amount due to the repairer in which the repairer
6 prevails, the party who challenged the repairer's bill shall
7 be responsible for paying the repairer's reasonable
8 attorney's fees and costs of litigation.

9 Section 70. Unlawful acts or practices. Each of the
10 following acts or practices is unlawful when committed by a
11 motor vehicle collision repair facility:

12 (1) Advertising in a false, deceptive, or
13 misleading manner.

14 (2) Charging a consumer for parts not delivered or
15 installed or a labor operation or repair procedure that
16 has not actually been performed.

17 (3) Unauthorized operation of a consumer's vehicle
18 for purposes not related to repair or diagnosis.

19 (4) Failing or refusing at the time of sale to
20 provide a consumer, upon request, a copy at no charge, of
21 any document signed by the consumer.

22 (5) Retaining duplicative payment from both the
23 consumer and warranty or insurance proceeds, but not
24 limited to, for the same covered component, part, or
25 labor.

26 (6) Charging a consumer for unnecessary repairs.
27 For purposes of this paragraph, "unnecessary repairs"
28 means those repairs for which there is not reasonable
29 basis for performing the service. A reasonable basis
30 includes: (i) that the repair service is consistent with
31 specifications established by law or the manufacturer of
32 the motor vehicle, component, or part; (ii) that the
33 repair is accordance with usual and customary practices;

1 (iii) that the repair was performed at the specific
2 request of the consumer after the recommendation is not
3 in accordance with manufacturer or accepted trade
4 practices; or (iv) that the repair is at the consumer's
5 request.

6 (7) Misrepresenting the terms of a warranty,
7 guarantee, or service agreement.

8 (8) Altering a motor vehicle to create a condition
9 requiring repair.

10 (9) Failing to honor a warranty, guarantee, or
11 service agreement to which the collision repair facility
12 is party.

13 (10) Charging or receiving payment for repairs not
14 authorized by the consumer under Section 15, 20, 25, 30,
15 35, 40, 45, 50, 55, or 60.

16 (11) A pattern or practice of preparing written
17 estimates underestimating the final costs of repairs.

18 Section 75. Violations. Whenever an automotive collision
19 repair facility is knowingly engaged in or has knowingly
20 engaged in a persistent practice or pattern of conduct at a
21 single location that violates this Act, that, knowingly,
22 persistent practice or pattern of conduct shall be deemed an
23 unlawful act or practice under the Consumer Fraud and
24 Deceptive Business Practices Act. In the case of knowing,
25 persistent practice, or pattern of conduct, all remedies,
26 penalties, and authority available to the Attorney General
27 and the several State's Attorneys under the Consumer Fraud
28 and Deceptive Business Practices Act for the enforcement of
29 that Act shall be available for the enforcement of this Act.

30 Section 800. The Automotive Repair Act is amended by
31 adding Section 83 as follows:

1 (815 ILCS 306/83 new)

2 Sec. 83 Exemptions. This Act does not apply to

3 automotive collision and body repair facilities as defined in

4 the Automotive Collision Repair Act.