

1 AN ACT concerning automotive motor vehicle 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 motor  
8 vehicles, there is a need for improved communication and  
9 accounting between collision repair businesses and motor  
10 vehicle owners. This Act enables purchasers of these  
11 services to make informed decisions based on standard  
12 practices by 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 or deteriorated motor vehicle to a  
17 condition similar to the motor vehicle condition prior to the  
18 damage or deterioration including, but not limited to, the  
19 diagnosis, installation, exchange, repair, or refinishing of  
20 exterior body panels, trim, lighting, and structural chassis.  
21 The term does not include commercial fleet repair or  
22 maintenance transactions involving 2 or more motor vehicles  
23 or ongoing service or maintenance contracts involving motor  
24 vehicles 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 motor vehicles with  
29 defect related to accident or deterioration.

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

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

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

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

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

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

31 (c) Motor vehicle collision repair facilities shall  
32 describe in the estimate the major parts needed to effectuate  
33 the repair and shall designate the parts as either new parts,

1 used parts, rebuilt or reconditioned parts, or aftermarket  
2 parts as set forth in Section 10 of this Act.

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

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

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

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

26 "You are entitled to a price estimate for the repairs you  
27 have authorized. The repair price may be less than the  
28 estimate but shall not exceed: (1) any price limited  
29 estimate; or (2) any parts or labor estimate by more than  
30 10%. Additional repairs may not be performed without your  
31 consent.

32 You may waive your right to notification, which gives the  
33 collision repair facility the right to set the price without

1 your permission. Your signature will indicate your selection.

2 (a) I have received a written estimate and the repairs  
3 may proceed.

4 Signature .....

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

7 Signature .....

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

10 Signature .....

11 Date..... Time.....

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

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

27 Section 30. Consumers authorizations of repairs or other  
28 actions. After receiving the estimate, the owner or the  
29 owner's agent may (i) authorize the repairs at the estimate  
30 of cost and time in writing, or (ii) request the return of  
31 the motor vehicle in a disassembled state. If the consumer  
32 elects the return of the motor vehicle in a disassembled or

1 partially repaired state, the consumer may also request the  
2 return of all parts that were removed during disassembly or  
3 repair with the exception of parts that were damaged or  
4 deteriorated to the extent that retention by the collision  
5 repair facility was not feasible. The collision repair  
6 facility shall make the motor vehicle available for  
7 possession within 3 working days after the time of request.  
8 The collision repair facility may receive payment for only  
9 those items on the schedule of charges to which the facility  
10 is entitled.

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

22 (1) The collision repair facility has prepared a  
23 written estimate or a firm price quotation of the price  
24 for labor and parts necessary to repair the motor  
25 vehicle.

26 (2) By telephone or otherwise, the consumer has  
27 been given all of the material information on the written  
28 estimate or firm price quotation, and the consumer has  
29 approved the written estimate or firm price quotation.

30 (3) The consumer has given his or her oral or  
31 written authorization to the collision repair facility to  
32 make the repairs pursuant to the written estimate or firm  
33 price quotation.

1           If the consumer's authorization is oral, the collision  
2   repair facility shall make, on both the written invoice and  
3   the estimate or firm price quotation, a notation of the name  
4   of the person authorizing the repairs, the date, the time,  
5   and the telephone number called, if any. Any charge for parts  
6   or labor in excess of the original estimate must be  
7   separately authorized by the consumer as provided in  
8   subsection (b) of Section 15 and in Section 25.

9           Section 40. Disclosures to consumers; invoices.

10          (a) On completion of repairs, the collision repair  
11   facility shall provide the consumer with an accurate record  
12   in the form of a final estimate or invoice. An estimate that  
13   is stamped "invoice" may be deemed the same as an itemized  
14   invoice. The final estimate or invoice shall accurately  
15   record in writing all of the items set forth in this Section.

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

31          (c) A legible copy of the invoice or final estimate  
32   shall be given to the consumer and a legible copy shall be  
33   retained by the collision repair facility for a period of 2

1 years from the date of repair as a part of the collision  
2 repair facility's records, which may be retained in  
3 electronic format. Records may be stored at a separate  
4 location.

5 Section 45. Consumer disclosures; guarantees;  
6 warranties.

7 (a) If a collision repair facility provides a warranty  
8 on repair parts and labor, the facility shall put the  
9 warranty in writing and give a legible copy to the consumer.  
10 The consumer's copy of the warranty must contain the  
11 following:

12 (1) The nature and extent of the warranty,  
13 including a description of parts and service included in  
14 or excluded from the warranty.

15 (2) The duration of the warranty and the  
16 requirements to be performed by the warrantee before the  
17 warrantor will fulfill the warranty.

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

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

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

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

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

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

1 1. A WRITTEN ESTIMATE FOR REPAIRS THAT WILL COST MORE THAN  
2 \$100 UNLESS ABSENT FACE-TO-FACE CONTACT (SEE ITEM 3 BELOW).

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

6 3. AUTHORIZE ANY REPAIRS ORALLY OR IN WRITING IF YOUR MOTOR  
7 VEHICLE IS LEFT WITH THE COLLISION REPAIR FACILITY WITHOUT  
8 FACE-TO-FACE CONTACT BETWEEN YOU AND THE COLLISION REPAIR  
9 FACILITY PERSONNEL.

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

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

16 Section 55. Recordkeeping. Every collision repair  
17 facility shall maintain copies of estimates for contracted  
18 work and all invoices. The copies may be maintained in an  
19 electronic format, shall be kept for 2 years, and shall be  
20 available for inspection by the Attorney General.

21 Section 60. Removal of motor vehicle from facility. Upon  
22 reasonable notice and during the collision repair facility's  
23 business hours, a consumer may remove a motor vehicle from a  
24 collision repair facility upon paying for the following:

- 25 (1) Labor actually performed.
- 26 (2) Parts actually installed.
- 27 (3) Parts ordered specifically for the consumer's  
28 car if the order is not cancelable or the parts are not  
29 returnable for cash or credit.
- 30 (4) Storage and administrative charges imposed in



1           accordance with the schedule of charges if posted on a  
2           sign within the shop or otherwise disclosed to consumers  
3           prior to repairs.

4           Section 65. Lien barred. A collision repair facility  
5           that fails to comply with Section 15, 20, 25, 30, 35, 40, 45,  
6           50, 55, or 60 is barred from asserting a possessory or  
7           chattel lien for the amount of the unauthorized parts or  
8           labor upon the motor vehicle or component.

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 motor  
18                 vehicle 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 in excess of collision repair facility final repair  
26                 charges.

27                 (6) Charging a consumer for unnecessary repairs.  
28                 For purposes of this paragraph, "unnecessary repairs"  
29                 means those repairs for which there is not reasonable  
30                 basis for performing the service. A reasonable basis  
31                 includes: (i) that the repair service is consistent with  
32                 specifications established by law or the manufacturer of

1 the motor vehicle, component, or part; (ii) that the  
2 repair is in accordance with usual and customary  
3 practices; (iii) that the repair was performed at the  
4 specific request of the consumer after the recommendation  
5 is not in accordance with manufacturer or accepted trade  
6 practices; or (iv) that the repair is at the consumer's  
7 request.

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

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

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

15 (10) Charging or receiving payment for repairs not  
16 authorized by the consumer under Section 15, 20, 25, 30,  
17 35, 40, 45, 50, 55, or 60.

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

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

32 Section 80. Exemptions. This Act does not apply to

1 facilities covered by the Automotive Repair Act.

2 Section 800. The Automotive Repair Act is amended by  
3 adding Section 83 as follows:

4 (815 ILCS 306/83 new)

5 Sec. 83. Exemptions. This Act does not apply to  
6 automotive collision and body repair facilities as defined in  
7 the Automotive Collision Repair Act.