

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 motor vehicle damaged in an accident or collision
17 to a condition similar to the motor vehicle condition prior
18 to the damage or deterioration including, but not limited to,
19 the diagnosis, installation, exchange, repair, or refinishing
20 of exterior body panels, trim, lighting, and structural
21 chassis. 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 collision.

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 request an estimate in writing before you begin
3 repairs.

4 Signature

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

7 Signature

8 (c) I do not want an estimate and you may set the price
9 of repairs.

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 in an
4 accident or collision to the extent that retention by the
5 collision repair facility was not feasible. The collision
6 repair 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 disassemble or repair
25 the motor 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 disassemble or make the repairs pursuant to the written
33 estimate or firm 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.