

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Consumer Fraud and Deceptive Business
5 Practices Act is amended by changing Section 2L as follows:

6 (815 ILCS 505/2L) (from Ch. 121 1/2, par. 262L)

7 (Text of Section before amendment by P.A. 99-768)

8 Sec. 2L. Any retail sale of a motor vehicle made after
9 January 1, 1968 to a consumer by a new motor vehicle dealer or
10 used motor vehicle dealer within the meaning of Chapter 5 of
11 the Illinois Vehicle Code is made subject to this Section.

12 (a) The dealer is liable to the purchasing consumer for the
13 following share of the cost of the repair of Power Train
14 components for a period of 30 days from date of delivery,
15 unless the repairs have become necessary by abuse, negligence,
16 or collision. The burden of establishing that a claim for
17 repairs is not within this Section shall be on the selling
18 dealer. The dealer's share of such repair costs is:

19 (1) in the case of a motor vehicle which is not more than 2
20 years old, 50%;

21 (2) in the case of a motor vehicle which is 2 or more, but
22 less than 3 years old, 25%;

23 (3) in the case of a motor vehicle which is 3 or more, but

1 less than 4 years old, 10%; and

2 (4) in the case of a motor vehicle which is 4 or more years
3 old, none.

4 (b) Notwithstanding the foregoing, such a dealer and a
5 purchasing consumer may negotiate a sale and purchase that is
6 not subject to this Section if there is stamped on any purchase
7 order, contract, agreement, or other instrument to be signed by
8 the consumer as a part of that transaction, in at least
9 10-point bold type immediately above the signature line, the
10 following:

11 "THIS VEHICLE IS SOLD AS IS WITH NO WARRANTY
12 AS TO MECHANICAL CONDITION"

13 (c) As used in this Section, "Power Train components" means
14 the engine block, head, all internal engine parts, oil pan and
15 gaskets, water pump, intake manifold, transmission, and all
16 internal transmission parts, torque converter, drive shaft,
17 universal joints, rear axle and all rear axle internal parts,
18 and rear wheel bearings.

19 (d) The repair liability means that the dealer will make
20 necessary Power Train component repairs in his shop, or in the
21 shop of his service affiliate, on the basis of his regular list
22 price charge for parts and labor, where the flat rate list
23 price does not exceed 50% of the selling price of the vehicle
24 at the time repairs are requested.

25 (e) The age of the vehicle shall be measured according to
26 the manufacturer's model year designation as shown on the

1 Certificate of Title or Registration Certificate. Vehicles
2 shall be designated as current year models, one year old, 2
3 year old, and so forth according to the time that has elapsed
4 since January 1 of the appropriate model year so designated.

5 (f) This Section does not preclude the issuance of a
6 warranty or guarantee by a motor vehicle dealer or motor car
7 manufacturer that meets or exceeds the basic provisions of
8 paragraph (a).

9 (g) After the effective date of this amendatory Act of
10 1989, executives' and officials' cars when so advertised shall
11 have been used exclusively by executives of the parent motor
12 car manufacturer's personnel or by an executive of an
13 authorized dealer in the same make of car. These cars, so
14 advertised, shall not have been sold to a member of the public
15 prior to the appearance of the advertisement.

16 Any person who violates this Section commits an unlawful
17 practice within the meaning of this Act.

18 (Source: P.A. 86-351; 87-1140.)

19 (Text of Section after amendment by P.A. 99-768)

20 Sec. 2L. Used motor vehicles; modification or disclaimer of
21 implied warranty of merchantability limited.

22 (a) Any retail sale of a used motor vehicle made after the
23 effective date of this amendatory Act of the 99th General
24 Assembly to a consumer by a licensed vehicle dealer within the
25 meaning of Chapter 5 of the Illinois Vehicle Code or by an

1 auction company at an auction that is open to the general
2 public is made subject to this Section.

3 (b) This Section does not apply to any of the following:

4 (1) a vehicle ~~vehicles~~ with more than 150,000 miles at
5 the time of sale;~~;- In addition, this Section does not apply~~
6 ~~to~~

7 (2) a vehicle ~~vehicles~~ with a title ~~titles~~ that has
8 ~~have~~ been branded "rebuilt" or "flood";~~;-~~

9 (3) a vehicle with a gross vehicle weight rating of
10 8,000 pounds or more; or

11 (4) a vehicle that is an antique vehicle, as defined in
12 the Illinois Vehicle Code, or that is a collector motor
13 vehicle.

14 (b-5) This Section does not apply to the sale of any
15 vehicle for which the dealer offers an express warranty that
16 provides coverage that is equal to or greater than the limited
17 implied warranty of merchantability required under this
18 Section 2L.

19 (c) Except as otherwise provided in this Section 2L, any
20 ~~Any~~ sale of a used motor vehicle as described in subsection (a)
21 may not exclude, modify, or disclaim the implied warranty of
22 merchantability created under this Section 2L ~~prescribed in~~
23 ~~Section 2-314 of the Uniform Commercial Code~~ or limit the
24 remedies for a breach of the warranty hereunder before midnight
25 of the 15th calendar day after delivery of a used motor vehicle
26 or until a used motor vehicle is driven 500 miles after

1 delivery, whichever is earlier. In calculating time under this
2 Section, a day on which the warranty is breached and all
3 subsequent days in which the used motor vehicle fails to
4 conform with the implied warranty of merchantability are
5 excluded. In calculating distance under this Section, the miles
6 driven to obtain or in connection with the repair, servicing,
7 or testing of a used motor vehicle that fails to conform with
8 the implied warranty of merchantability are excluded. An
9 attempt to exclude, modify, or disclaim the implied warranty of
10 merchantability or to limit the remedies for a breach of the
11 warranty in violation of this Section renders a purchase
12 agreement voidable at the option of the purchaser.

13 (d) An implied warranty of merchantability is met if a used
14 motor vehicle functions for the purpose of ordinary
15 transportation on the public highway and substantially free of
16 a defect in a power train component. As used in this Section,
17 "power train component" means the engine block, head, all
18 internal engine parts, oil pan and gaskets, water pump, intake
19 manifold, transmission, and all internal transmission parts,
20 torque converter, drive shaft, universal joints, rear axle and
21 all rear axle internal parts, and rear wheel bearings.

22 (e) The implied warranty of merchantability expires at
23 midnight of the 15th calendar day after delivery of a used
24 motor vehicle or when a used motor vehicle is driven 500 miles
25 after delivery, whichever is earlier. In calculating time, a
26 day on which the implied warranty of merchantability is

1 breached is excluded and all subsequent days in which the used
2 motor vehicle fails to conform with the warranty are also
3 excluded. In calculating distance, the miles driven to or by
4 the seller to obtain or in connection with the repair,
5 servicing, or testing of a used motor vehicle that fails to
6 conform with the implied warranty of merchantability are
7 excluded. An implied warranty of merchantability does not
8 extend to damage that occurs after the sale of the used motor
9 vehicle that results from:

10 (1) off-road use;

11 (2) racing;

12 (3) towing;

13 (4) abuse;

14 (5) misuse;

15 (6) neglect;

16 (7) failure to perform regular maintenance; and

17 (8) failure to maintain adequate oil, coolant, and
18 other required fluids or lubricants.

19 (f) If the implied warranty of merchantability described in
20 this Section is breached, the consumer shall give reasonable
21 notice to the seller no later than 2 business days after the
22 end of the statutory warranty period. Before the consumer
23 exercises another remedy pursuant to Article 2 of the Uniform
24 Commercial Code, the seller shall have a reasonable opportunity
25 to repair the used motor vehicle. The consumer shall pay
26 one-half of the cost of the first 2 repairs necessary to bring

1 the used motor vehicle into compliance with the warranty. The
2 payments by the consumer are limited to a maximum payment of
3 \$100 for each repair; however, the consumer shall only be
4 responsible for a maximum payment of \$100 if the consumer
5 brings in the vehicle for a second repair for the same defect.
6 Reasonable notice as defined in this Section shall include, but
7 not be limited to:

8 (1) text, provided the seller has provided the consumer
9 with a cell phone number;

10 (2) phone call or message to the seller's business
11 phone number provided on the seller's bill of sale for the
12 purchase of the motor vehicle;

13 (3) in writing to the seller's address provided on the
14 seller's bill of sale for the purchase of the motor
15 vehicle;

16 (4) in person at the seller's address provided on the
17 seller's bill of sale for the purchase of the motor
18 vehicle.

19 (g) The maximum liability of a seller for repairs pursuant
20 to this Section is limited to the purchase price paid for the
21 used motor vehicle, to be refunded to the consumer or lender,
22 as applicable, in exchange for return of the vehicle.

23 (h) An agreement for the sale of a used motor vehicle
24 subject to this Section is voidable at the option of the
25 consumer, unless it contains on its face or in a separate
26 document the following conspicuous statement printed in

1 boldface 10-point or larger type set off from the body of the
2 agreement:

3 "Illinois law requires that this vehicle will be free of a
4 defect in a power train component for 15 days or 500 miles
5 after delivery, whichever is earlier, except with regard to
6 particular defects disclosed on the first page of this
7 agreement. "Power train component" means the engine block,
8 head, all internal engine parts, oil pan and gaskets, water
9 pump, intake manifold, transmission, and all internal
10 transmission parts, torque converter, drive shaft, universal
11 joints, rear axle and all rear axle internal parts, and rear
12 wheel bearings. You (the consumer) will have to pay up to \$100
13 for each of the first 2 repairs if the warranty is violated."

14 (i) The inclusion in the agreement of the statement
15 prescribed in subsection (h) of this Section does not create an
16 express warranty.

17 (j) A consumer of a used motor vehicle may waive the
18 implied warranty of merchantability only for a particular
19 defect in the vehicle including, but not limited to, a rebuilt
20 or flood-branded title and only if all of the following
21 conditions are satisfied:

22 (1) the seller subject to this Section fully and
23 accurately discloses to the consumer that because of
24 circumstances unusual to the business, the used motor
25 vehicle has a particular defect;

26 (2) the consumer agrees to buy the used motor vehicle

1 after disclosure of the defect; and

2 (3) before the sale, the consumer indicates agreement
3 to the waiver by signing and dating the following
4 conspicuous statement that is printed on the first page of
5 the sales agreement or on a separate document in boldface
6 10-point or larger type and that is written in the language
7 in which the presentation was made:

8 "Attention consumer: sign here only if the seller has
9 told you that this vehicle has the following problem or
10 problems and you agree to buy the vehicle on those terms:

- 11 1.
- 12 2.
- 13 3. "

14 (k) It shall be an affirmative defense to any claim under
15 this Section that:

16 (1) an alleged nonconformity does not substantially
17 impair the use and market value of the motor vehicle;

18 (2) a nonconformity is the result of abuse, neglect, or
19 unauthorized modifications or alterations of the motor
20 vehicle;

21 (3) a claim by a consumer was not filed in good faith;
22 or

23 (4) any other affirmative defense allowed by law.

24 (1) Other than the 15-day, 500-mile implied warranty of
25 merchantability identified herein, a seller subject to this
26 Section is not required to provide any further express or

1 implied warranties to a purchasing consumer unless:

2 (1) the seller is required by federal or State law to
3 provide a further express or implied warranty; or

4 (2) the seller fails to fully inform and disclose to
5 the consumer that the vehicle is being sold without any
6 further express or implied warranties, other than the 15
7 day, 500 mile implied warranty of merchantability
8 identified in this Section.

9 ~~(m) This Section does not apply to the sale of antique~~
10 ~~vehicles, as defined in the Illinois Vehicle Code, or to~~
11 ~~collector motor vehicles.~~

12 Any person who violates this Section commits an unlawful
13 practice within the meaning of this Act.

14 (Source: P.A. 99-768, eff. 7-1-17.)

15 Section 95. No acceleration or delay. Where this Act makes
16 changes in a statute that is represented in this Act by text
17 that is not yet or no longer in effect (for example, a Section
18 represented by multiple versions), the use of that text does
19 not accelerate or delay the taking effect of (i) the changes
20 made by this Act or (ii) provisions derived from any other
21 Public Act.

22 Section 99. Effective date. This Act takes effect July 1,
23 2017.