



Rep. Rita Mayfield

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LRB100 03434 KTG 25083 a

1 AMENDMENT TO HOUSE BILL 1560

2 AMENDMENT NO. _____. Amend House Bill 1560 by replacing
3 everything after the enacting clause with the following:

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

1 repairs is not within this Section shall be on the selling
2 dealer. The dealer's share of such repair costs is:

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

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

7 (3) in the case of a motor vehicle which is 3 or more, but
8 less than 4 years old, 10%; and

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

11 (b) Notwithstanding the foregoing, such a dealer and a
12 purchasing consumer may negotiate a sale and purchase that is
13 not subject to this Section if there is stamped on any purchase
14 order, contract, agreement, or other instrument to be signed by
15 the consumer as a part of that transaction, in at least
16 10-point bold type immediately above the signature line, the
17 following:

18 "THIS VEHICLE IS SOLD AS IS WITH NO WARRANTY

19 AS TO MECHANICAL CONDITION"

20 (c) As used in this Section, "Power Train components" means
21 the engine block, head, all internal engine parts, oil pan and
22 gaskets, water pump, intake manifold, transmission, and all
23 internal transmission parts, torque converter, drive shaft,
24 universal joints, rear axle and all rear axle internal parts,
25 and rear wheel bearings.

26 (d) The repair liability means that the dealer will make

1 necessary Power Train component repairs in his shop, or in the
2 shop of his service affiliate, on the basis of his regular list
3 price charge for parts and labor, where the flat rate list
4 price does not exceed 50% of the selling price of the vehicle
5 at the time repairs are requested.

6 (e) The age of the vehicle shall be measured according to
7 the manufacturer's model year designation as shown on the
8 Certificate of Title or Registration Certificate. Vehicles
9 shall be designated as current year models, one year old, 2
10 year old, and so forth according to the time that has elapsed
11 since January 1 of the appropriate model year so designated.

12 (f) This Section does not preclude the issuance of a
13 warranty or guarantee by a motor vehicle dealer or motor car
14 manufacturer that meets or exceeds the basic provisions of
15 paragraph (a).

16 (g) After the effective date of this amendatory Act of
17 1989, executives' and officials' cars when so advertised shall
18 have been used exclusively by executives of the parent motor
19 car manufacturer's personnel or by an executive of an
20 authorized dealer in the same make of car. These cars, so
21 advertised, shall not have been sold to a member of the public
22 prior to the appearance of the advertisement.

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

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

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

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

4 (a) Any retail sale of a used motor vehicle made after the
5 effective date of this amendatory Act of the 99th General
6 Assembly to a consumer by a licensed vehicle dealer within the
7 meaning of Chapter 5 of the Illinois Vehicle Code or by an
8 auction company at an auction that is open to the general
9 public is made subject to this Section.

10 (b) This Section does not apply to vehicles with more than
11 150,000 miles at the time of sale. In addition, this Section
12 does not apply to vehicles with titles that have been branded
13 "rebuilt" or "flood".

14 (c) Any sale of a used motor vehicle as described in
15 subsection (a) may not exclude, modify, or disclaim the implied
16 warranty of merchantability prescribed in Section 2-314 of the
17 Uniform Commercial Code or limit the remedies for a breach of
18 the warranty before midnight of the 15th calendar day after
19 delivery of a used motor vehicle or until a used motor vehicle
20 is driven 500 miles after delivery, whichever is earlier. In
21 calculating time under this Section, a day on which the
22 warranty is breached and all subsequent days in which the used
23 motor vehicle fails to conform with the implied warranty of
24 merchantability are excluded, but the warranty shall expire in
25 any event on midnight of the 30th calendar day after delivery.

26 In calculating distance under this Section, the miles driven to

1 obtain or in connection with the repair, servicing, or testing
2 of a used motor vehicle that fails to conform with the implied
3 warranty of merchantability are excluded. An attempt to
4 exclude, modify, or disclaim the implied warranty of
5 merchantability or to limit the remedies for a breach of the
6 warranty in violation of this Section renders a purchase
7 agreement voidable at the option of the purchaser.

8 (d) An implied warranty of merchantability is met if a used
9 motor vehicle functions free of a defect in a power train
10 component. As used in this Section, "power train component"
11 means the engine block, head, all internal engine parts, oil
12 pan and gaskets, water pump, intake manifold, transmission, and
13 all internal transmission parts, torque converter, drive
14 shaft, universal joints, rear axle and all rear axle internal
15 parts, and rear wheel bearings.

16 (e) The implied warranty of merchantability expires at
17 midnight of the 15th calendar day after delivery of a used
18 motor vehicle or when a used motor vehicle is driven 500 miles
19 after delivery, whichever is earlier. In calculating time, a
20 day on which the implied warranty of merchantability is
21 breached is excluded and all subsequent days in which the used
22 motor vehicle fails to conform with the warranty are also
23 excluded, but the warranty shall expire in any event on
24 midnight of the 30th calendar day after delivery. In
25 calculating distance, the miles driven to or by the seller to
26 obtain or in connection with the repair, servicing, or testing

1 of a used motor vehicle that fails to conform with the implied
2 warranty of merchantability are excluded. An implied warranty
3 of merchantability does not extend to damage that occurs after
4 the sale of the used motor vehicle that results from:

5 (1) off-road use;

6 (2) racing;

7 (3) towing;

8 (4) abuse;

9 (5) misuse;

10 (6) neglect;

11 (7) failure to perform regular maintenance; and

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

14 (f) If the implied warranty of merchantability described in
15 this Section is breached, the consumer shall give reasonable
16 notice to the seller no later than 2 business days after the
17 end of the statutory warranty period. Before the consumer
18 exercises another remedy pursuant to Article 2 of the Uniform
19 Commercial Code, the seller shall have a reasonable opportunity
20 to repair the used motor vehicle. The consumer shall pay
21 one-half of the cost of the first 2 repairs necessary to bring
22 the used motor vehicle into compliance with the warranty. The
23 payments by the consumer are limited to a maximum payment of
24 \$100 for each repair; however, the consumer shall only be
25 responsible for a maximum payment of \$100 if the consumer
26 brings in the vehicle for a second repair for the same defect.

1 Reasonable notice as defined in this Section shall include, but
2 not be limited to:

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

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

8 (3) in writing to the seller's address provided on the
9 seller's bill of sale for the purchase of the motor
10 vehicle;

11 (4) in person at the seller's address provided on the
12 seller's bill of sale for the purchase of the motor
13 vehicle.

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

18 (h) An agreement for the sale of a used motor vehicle
19 subject to this Section is voidable at the option of the
20 consumer, unless it contains on its face or in a separate
21 document the following conspicuous statement printed in
22 boldface 10-point or larger type set off from the body of the
23 agreement:

24 "Illinois law requires that this vehicle will be free of a
25 defect in a power train component for 15 days or 500 miles
26 after delivery, whichever is earlier, except with regard to

1 particular defects disclosed on the first page of this
2 agreement. "Power train component" means the engine block,
3 head, all internal engine parts, oil pan and gaskets, water
4 pump, intake manifold, transmission, and all internal
5 transmission parts, torque converter, drive shaft, universal
6 joints, rear axle and all rear axle internal parts, and rear
7 wheel bearings. You (the consumer) will have to pay up to \$100
8 for each of the first 2 repairs if the warranty is violated."

9 (i) The inclusion in the agreement of the statement
10 prescribed in subsection (h) of this Section does not create an
11 express warranty.

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

17 (1) the seller subject to this Section fully and
18 accurately discloses to the consumer that because of
19 circumstances unusual to the business, the used motor
20 vehicle has a particular defect;

21 (2) the consumer agrees to buy the used motor vehicle
22 after disclosure of the defect; and

23 (3) before the sale, the consumer indicates agreement
24 to the waiver by signing and dating the following
25 conspicuous statement that is printed on the first page of
26 the sales agreement or on a separate document in boldface

1 10-point or larger type and that is written in the language
2 in which the presentation was made:

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

- 6 1.
- 7 2.
- 8 3. "

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

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

13 (2) a nonconformity is the result of abuse, neglect, or
14 unauthorized modifications or alterations of the motor
15 vehicle;

16 (3) a claim by a consumer was not filed in good faith;
17 or

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

19 (1) Other than the 15-day, 500-mile implied warranty of
20 merchantability identified herein, a seller subject to this
21 Section is not required to provide any further express or
22 implied warranties to a purchasing consumer unless:

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

25 (2) the seller fails to fully inform and disclose to
26 the consumer that the vehicle is being sold without any

1 further express or implied warranties, other than the 15
2 day, 500 mile implied warranty of merchantability
3 identified in this Section.

4 (m) This Section does not apply to the sale of antique
5 vehicles, as defined in the Illinois Vehicle Code, or to
6 collector motor vehicles.

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

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

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

17 Section 99. Effective date. This Act takes effect upon
18 becoming law."