



**93RD GENERAL ASSEMBLY**  
**State of Illinois**  
**2003 and 2004**

Introduced 2/6/2004, by Terry Link

**SYNOPSIS AS INTRODUCED:**

815 ILCS 308/10  
815 ILCS 308/15  
815 ILCS 308/20  
815 ILCS 308/25  
815 ILCS 308/70  
815 ILCS 308/75

Amends the Automotive Collision Repair Act. Changes the definition of the term "automotive collision and body repair facility" to include a person, firm, association, or corporation that engages in the business of estimating the cost of cosmetic repair, structural repair, or refinishing of motor vehicles with defect related to accident or collision. Makes changes concerning disclosures a collision repair facility must present to a consumer when the facility is required to present an estimated price quotation to the consumer. Provides that if it is determined that the estimated price of a repair is insufficient because of unforeseen circumstances, the consumer is entitled to full compensation for additional parts or labor subsequent to a complete diagnosis. Makes changes concerning what constitutes unlawful practice under the Act. Makes other changes.

LRB093 19300 LRD 45036 b

1 AN ACT concerning business transactions.

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

4 Section 5. The Automotive Collision Repair Act is amended  
5 by changing Sections 10, 15, 20, 25, 70, and 75 as follows:

6 (815 ILCS 308/10)

7 Sec. 10. Definitions. As used in this Act:

8 "Automotive collision and body repair" means all repairs  
9 that are commonly performed by a body repair technician to  
10 restore a motor vehicle damaged in an accident or collision to  
11 a condition similar to the motor vehicle condition prior to the  
12 damage or deterioration including, but not limited to, the  
13 diagnosis, installation, exchange, repair, or refinishing of  
14 exterior body panels, trim, lighting, and structural chassis.  
15 The term does not include commercial fleet repair or  
16 maintenance transactions involving 2 or more motor vehicles or  
17 ongoing service or maintenance contracts involving motor  
18 vehicles used primarily for business purposes.

19 "Automotive collision and body repair facility" means a  
20 person, firm, association, or corporation that for  
21 compensation engages in the business of cosmetic repair,  
22 structural repair, or refinishing of motor vehicles with defect  
23 related to accident or collision or in estimating the cost of  
24 cosmetic repair, structural repair, or refinishing of motor  
25 vehicles with defect related to accident or collision.

26 "New part" means a part or component manufactured or  
27 supplied by the original motor vehicle manufacturer in an  
28 unused condition.

29 "Used part" means an original motor vehicle manufacturer  
30 part or component removed from a motor vehicle of similar make,  
31 model, and condition without the benefit of being rebuilt or  
32 remanufactured.

1 "Rebuilt part" or "reconditioned part" means a used part  
2 that has been inspected and remanufactured to restore  
3 functionality and performance.

4 "Aftermarket part" means a new part that is not  
5 manufactured or supplied by the original motor vehicle  
6 manufacturer for addition to, or replacement of, exterior body  
7 panel or trim.

8 (Source: P.A. 93-565, eff. 1-1-04.)

9 (815 ILCS 308/15)

10 Sec. 15. Disclosure to consumers; estimates.

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

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

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

26 (c) Motor vehicle collision repair facilities shall  
27 describe in the estimate the major parts needed to effectuate  
28 the repair and shall designate the parts as either new parts,  
29 used parts, rebuilt or reconditioned parts, or aftermarket  
30 parts as set forth in Section 10 of this Act.

31 (d) Estimates shall indicate that the collision repair  
32 facility may use a combination of industry standard flat rate  
33 (time) manuals, actual time, or condition of the motor vehicle  
34 to determine labor costs. This disclosure mandate may also be  
35 fulfilled by means of a sign that provides the same information

1 to the consumer. The sign shall be posted at a location that  
2 can be easily viewed by the consumer.

3 (e) If it is necessary to disassemble or partially  
4 disassemble a motor vehicle or motor vehicle component in order  
5 to provide the consumer a written estimate for required  
6 repairs, the estimate shall show the cost of any disassembly,  
7 diagnostics, storage, and administrative fees if the consumer  
8 elects not to proceed with the repair of the motor vehicle.

9 (f) The estimate shall include the date the estimate was  
10 prepared ~~or the date the motor vehicle was presented to the~~  
11 ~~collision repair facility for repair~~ and the odometer reading  
12 on the motor vehicle at the time the estimate was prepared  
13 ~~motor vehicle was left with the collision repair facility.~~

14 (Source: P.A. 93-565, eff. 1-1-04.)

15 (815 ILCS 308/20)

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

21 "You are entitled to a price estimate for the repairs  
22 needed to restore your vehicle to a condition similar to the  
23 motor vehicle condition prior to the damage or deterioration."  
24 ~~you have authorized. The repair price may be less than the~~  
25 ~~estimate but shall not exceed: (1) any price limited estimate;~~  
26 ~~or (2) any parts or labor estimate by more than 10%. Additional~~  
27 ~~repairs may not be performed without your consent.~~

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

31 ~~(a) I request an estimate in writing before you begin~~  
32 ~~repairs.~~

33 Signature .....

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

1       ~~Signature .....~~

2       ~~(c) I do not want an estimate and you may set the price of~~  
3 ~~repairs.~~

4       ~~Signature .....~~

5       ~~Date..... Time.....~~

6       ~~This estimated price for authorized repairs will be honored~~  
7 ~~if the motor vehicle is delivered to the facility within the~~  
8 ~~time period agreed to by the consumer and the collision repair~~  
9 ~~facility."~~

10       (Source: P.A. 93-565, eff. 1-1-04.)

11               (815 ILCS 308/25)

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

24       (Source: P.A. 93-565, eff. 1-1-04.)

25               (815 ILCS 308/70)

26       Sec. 70. Unlawful practice ~~acts or practices~~. The ~~Each of~~  
27 ~~the~~ following practice ~~acts or practices~~ is unlawful when  
28 committed by a motor vehicle collision repair facility:

29       A pattern or practice of preparing written estimates that  
30 underestimate the final cost of repairs as established by a  
31 reasonable basis. For the purpose of this Section, a reasonable  
32 basis means (i) that the repair service is consistent with  
33 specifications established by law or by the manufacturer of the  
34 motor vehicle, component, or part or (ii) that the repair is in

1 accordance with usual and customary practices.

2 ~~(1) Advertising in a false, deceptive, or misleading~~  
3 ~~manner.~~

4 ~~(2) Charging a consumer for parts not delivered or~~  
5 ~~installed or a labor operation or repair procedure that has~~  
6 ~~not actually been performed.~~

7 ~~(3) Unauthorized operation of a consumer's motor~~  
8 ~~vehicle for purposes not related to repair or diagnosis.~~

9 ~~(4) Failing or refusing at the time of sale to provide~~  
10 ~~a consumer, upon request, a copy at no charge, of any~~  
11 ~~document signed by the consumer.~~

12 ~~(5) Retaining duplicative payment from both the~~  
13 ~~consumer and warranty or insurance proceeds, but not~~  
14 ~~limited to, for the same covered component, part, or labor~~  
15 ~~in excess of collision repair facility final repair~~  
16 ~~charges.~~

17 ~~(6) Charging a consumer for unnecessary repairs. For~~  
18 ~~purposes of this paragraph, "unnecessary repairs" means~~  
19 ~~those repairs for which there is not reasonable basis for~~  
20 ~~performing the service. A reasonable basis includes: (i)~~  
21 ~~that the repair service is consistent with specifications~~  
22 ~~established by law or the manufacturer of the motor~~  
23 ~~vehicle, component, or part; (ii) that the repair is in~~  
24 ~~accordance with usual and customary practices; (iii) that~~  
25 ~~the repair was performed at the specific request of the~~  
26 ~~consumer after the recommendation is not in accordance with~~  
27 ~~manufacturer or accepted trade practices; or (iv) that the~~  
28 ~~repair is at the consumer's request.~~

29 ~~(7) Misrepresenting the terms of a warranty,~~  
30 ~~guarantee, or service agreement.~~

31 ~~(8) Altering a motor vehicle to create a condition~~  
32 ~~requiring repair.~~

33 ~~(9) Failing to honor a warranty, guarantee, or service~~  
34 ~~agreement to which the collision repair facility is party.~~

35 ~~(10) Charging or receiving payment for repairs not~~  
36 ~~authorized by the consumer under Section 15, 20, 25, 30,~~

1 ~~35, 40, 45, 50, 55, or 60.~~

2 ~~(11) A pattern or practice of preparing written~~  
3 ~~estimates underestimating the final costs of repairs.~~

4 (Source: P.A. 93-565, eff. 1-1-04.)

5 (815 ILCS 308/75)

6 Sec. 75. Violations. Whenever an automotive collision  
7 repair facility is knowingly engaged in or has knowingly  
8 engaged in a persistent practice or pattern of conduct ~~at a~~  
9 ~~single location~~ that violates this Act, that, knowingly,  
10 persistent practice or pattern of conduct shall be deemed an  
11 unlawful act or practice under the Consumer Fraud and Deceptive  
12 Business Practices Act. In the case of knowing, persistent  
13 practice, or pattern of conduct, all remedies, penalties, and  
14 authority available to the Attorney General and the several  
15 State's Attorneys under the Consumer Fraud and Deceptive  
16 Business Practices Act for the enforcement of that Act shall be  
17 available for the enforcement of this Act.

18 (Source: P.A. 93-565, eff. 1-1-04.)