

1 AN ACT in relation to vehicles.

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

4 Section 5. The Renter's Financial Responsibility and  
5 Protection Act is amended by changing Sections 10 and 15 as  
6 follows:

7 (625 ILCS 27/10)

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

9 "Rental Company" means a person or entity that rents  
10 private passenger vehicles to the public for 90 30 days or  
11 less.

12 "Renter" means a person or entity that obtains the use of  
13 a private passenger vehicle from a rental company under terms  
14 of a rental agreement.

15 "Rental Agreement" means an agreement for 90 30 days or  
16 less setting forth the terms and conditions governing the use  
17 of a private passenger vehicle provided by a rental company.

18 "Authorized Driver" means: the renter; the renter's  
19 spouse if the spouse is a licensed driver and satisfies the  
20 rental company's minimum age requirement; the renter's  
21 employer, employee, or co-worker if that person is a licensed  
22 driver, satisfies the rental company's minimum age  
23 requirement, and at the time of the rental is engaged in a  
24 business activity with the renter; any person who is  
25 expressly listed by the rental company on the rental  
26 agreement as an authorized driver; and any person driving  
27 directly to a medical or police facility under circumstances  
28 reasonably believed to constitute an emergency and who is a  
29 licensed driver.

30 "Damage Waiver" means a rental company's agreement not to  
31 hold an authorized driver liable for all or a part of any

1 damage to or loss of a rented vehicle for which the renter  
2 may be liable pursuant to Section 6-305.2. "Damage Waiver"  
3 shall encompass within its meaning other similar terms used  
4 by rental companies, such as "Collision Damage Waiver", "Loss  
5 Damage Waiver", "Physical Damage Waiver", and the like.  
6 (Source: P.A. 90-113, eff. 7-14-97.)

7 (625 ILCS 27/15)

8 Sec. 15. Prohibited practices.

9 (a) A rental company may not sell a damage waiver unless  
10 the renter agrees to the damage waiver in writing at or prior  
11 to the time the rental agreement is executed.

12 (b) A rental company may not void a damage waiver except  
13 for one or more of the following reasons:

14 (1) Damage or loss while the rental vehicle is used  
15 to carry persons or property for a charge or fee.

16 (2) Damage or loss during an organized or agreed  
17 upon racing or speed contest or demonstration or pushing  
18 or pulling activity in which the rental vehicle is  
19 actively involved.

20 (3) Damage or loss that could reasonably be  
21 expected from an intentional or criminal act of the  
22 driver other than a traffic infraction.

23 (4) Damage or loss to any rental vehicle resulting  
24 from any auto business operation, including but not  
25 limited to repairing, servicing, testing, washing,  
26 parking, storing, or selling of automobiles.

27 (5) Damage or loss occurring to a rental vehicle if  
28 the rental contract is based on fraudulent or material  
29 misrepresentation by the renter.

30 (6) Damage or loss arising out of the use of the  
31 rental vehicle outside the continental United States when  
32 such use is specifically prohibited in the rental  
33 agreement.

1           (7) Damage or loss occurring while the rental  
2           vehicle is operated by a driver not permitted under the  
3           rental agreement.

4           ~~(c)--A--rental--company--shall--not--charge--more--than--\$9--per  
5           full--or--partial--24--hour--rental--day--for--a--collision--damage  
6           waiver--if--the--manufacturer's--suggested--retail--price--of--the  
7           rental--vehicle--type--is--not--greater--than--\$30,000.---A--rental  
8           company--shall--not--charge--more--than--\$12--per--full--or--partial--24  
9           hour--rental--day--for--a--collision--damage--waiver--if--the  
10           manufacturer's--suggested--retail--price--of--the--rental--vehicle  
11           type--is--greater--than--\$30,000.-On-January-1,2000,--the--maximum  
12           charges--in--this--subsection--(c)--shall--be--increased--to--\$9.50  
13           and--\$12.50,--respectively,--and--shall--be--subsequently--increased  
14           to--\$10--and--\$13--on--January-1,2001--and--\$10.50--and--\$13.50--on  
15           January-1,2002.~~

16           (Source: P.A. 90-113, eff. 7-14-97.)