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**BUSINESS TRANSACTIONS
(815 ILCS 308/) Automotive Collision Repair Act.**

(815 ILCS 308/1)

Sec. 1. Short title. This Act may be cited as the Automotive Collision Repair Act.

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

(815 ILCS 308/5)

Sec. 5. Purpose. With the increased complexity and technology involved in the repair of collision-damaged motor vehicles, there is a need for improved communication and accounting between collision repair businesses and motor vehicle owners. This Act enables purchasers of these services to make informed decisions based on standard practices by Illinois automotive collision repair businesses.

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

(815 ILCS 308/10)

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

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

"Automotive collision and body repair facility" means a person, firm, association, or corporation that for compensation engages in the business of cosmetic repair, structural repair, or refinishing of motor vehicles with defect related to accident or collision.

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

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

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

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

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

(815 ILCS 308/15)

Sec. 15. Disclosure to consumers; estimates.

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

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

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

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

(d) Estimates shall indicate that the collision repair facility may use a combination of industry standard flat rate (time) manuals, actual time, or condition of the motor vehicle to determine labor costs. This disclosure mandate may also be fulfilled by means of a sign that provides the same information to the consumer. The sign shall be posted at a location that can be easily viewed by the consumer.

(e) If it is necessary to disassemble or partially disassemble a motor vehicle or motor vehicle component in order to provide the consumer a written estimate for required repairs, the estimate shall show the cost of any disassembly if the consumer elects not to proceed with the repair of the motor vehicle.

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

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

(815 ILCS 308/20)

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

"You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate but shall not exceed: (1) any price limited estimate; or (2) any parts or labor estimate by more than 10%. Additional repairs may not be performed without your consent.

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

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

Signature

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

Signature

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

Signature

Date..... Time.....

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

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

(815 ILCS 308/25)

Sec. 25. Estimated price insufficient. If it is determined that the estimated price is insufficient because of unforeseen circumstances, the consumer's consent must be obtained before the work estimated is done or parts estimated are supplied. If the consumer's consent is oral, the motor vehicle collision repair facility shall make a notation on the work order or estimate and on the invoice of the date, time, name of person authorizing the additional repairs, and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost.

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

(815 ILCS 308/30)

Sec. 30. Consumers authorizations of repairs or other actions. After receiving the estimate, the owner or the owner's agent may (i) authorize the repairs at the estimate of cost and time in writing, or (ii) request the return of the motor vehicle in a disassembled state. If the consumer elects the return of the motor vehicle in a disassembled or partially repaired state, the consumer may also request the return of all parts that were removed during disassembly or repair with the exception of parts that were damaged in an accident or collision to the extent that retention by the collision repair facility was not feasible. The collision repair facility shall make the motor vehicle available for possession within 3 working days after the time of request. The collision repair facility may receive payment for only those items on the schedule of charges to which the facility is entitled.

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

(815 ILCS 308/35)

Sec. 35. Inability to deliver motor vehicle to facility during business hours. When the consumer is unable to deliver the motor vehicle to the collision repair facility during business hours, and the consumer has requested the collision repair facility to take possession of the motor vehicle for the purpose of repairing or estimating the cost of repairing the motor vehicle, the collision repair facility may not undertake the diagnosing or repairing of any damage or defects to the motor vehicle for compensation unless the collision repair facility has complied with all of the following conditions:

(1) The collision repair facility has prepared a written estimate or a firm price quotation of the price for labor and parts necessary to disassemble or repair the motor vehicle.

(2) By telephone or otherwise, the consumer has been given all of the material information on the written estimate or firm price quotation, and the consumer has approved the written estimate or firm price quotation.

(3) The consumer has given his or her oral or written authorization to the collision repair facility to disassemble or make the repairs pursuant to the written estimate or firm price quotation.

If the consumer's authorization is oral, the collision repair facility shall make, on both the written invoice and the estimate or firm price quotation, a notation of the name of the person authorizing the repairs, the date, the time, and the

telephone number called, if any. Any charge for parts or labor in excess of the original estimate must be separately authorized by the consumer as provided in subsection (b) of Section 15 and in Section 25.

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

(815 ILCS 308/40)

Sec. 40. Disclosures to consumers; invoices.

(a) On completion of repairs, the collision repair facility shall provide the consumer with an accurate record in the form of a final estimate or invoice. An estimate that is stamped "invoice" may be deemed the same as an itemized invoice. The final estimate or invoice shall accurately record in writing all of the items set forth in this Section.

(b) The invoice shall show the collision repair facility's business name and address, the date of the invoice, the odometer reading at the time the final estimate or invoice was prepared, the name of the consumer, and the description of the motor vehicle including the motor vehicle identification number (VIN). In addition, the invoice shall describe all repair work done by the collision repair facility, including all warranty work, and shall separately identify (i) each major part supplied in a manner so that the consumer can identify the part as one described in Section 10 of this Act, and (ii) the total price charged for all charges including, but not limited to, parts, labor, and sales tax. The invoice or final estimate shall itemize any additional charges and include those charges in the total presented to the consumer.

(c) A legible copy of the invoice or final estimate shall be given to the consumer and a legible copy shall be retained by the collision repair facility for a period of 2 years from the date of repair as a part of the collision repair facility's records, which may be retained in electronic format. Records may be stored at a separate location.

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

(815 ILCS 308/45)

Sec. 45. Consumer disclosures; guarantees; warranties.

(a) If a collision repair facility provides a warranty on repair parts and labor, the facility shall put the warranty in writing and give a legible copy to the consumer. The consumer's copy of the warranty must contain the following:

(1) The nature and extent of the warranty, including a description of parts and service included in or excluded from the warranty.

(2) The duration of the warranty and the requirements to be performed by the warrantee before the warrantor will fulfill the warranty.

(3) All conditions and limitations of the warranty and the manner in which the warrantor will fulfill the warranty, such as by repair, replacement, or refund.

(4) Any options of the warrantor or warrantee.

(5) The warrantor's identity and address.

(b) When repair or diagnostic work is performed pursuant to a warranty, a collision repair facility shall give an estimate of the time to complete repairs.

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

(815 ILCS 308/50)

Sec. 50. Consumer disclosures; required signs. Every motor vehicle repair facility shall post in a prominent place on the business premises one or more signs, readily visible to customers, in the following form:

YOUR CUSTOMER RIGHTS. UNLESS THE FACILITY PROVIDES A FIRM PRICE QUOTATION, YOU ARE ENTITLED BY LAW TO:

1. A WRITTEN ESTIMATE FOR REPAIRS THAT WILL COST MORE THAN \$100 UNLESS ABSENT FACE-TO-FACE CONTACT (SEE ITEM 3 BELOW).

2. AUTHORIZE ORALLY OR IN WRITING ANY REPAIRS THAT EXCEED THE ESTIMATED TOTAL PRE-SALES-TAX COST BY MORE THAN 10% OR THAT EXCEED THE LIMITED PRICE ESTIMATE.

3. AUTHORIZE ANY REPAIRS ORALLY OR IN WRITING IF YOUR MOTOR VEHICLE IS LEFT WITH THE COLLISION REPAIR FACILITY WITHOUT FACE-TO-FACE CONTACT BETWEEN YOU AND THE COLLISION REPAIR FACILITY PERSONNEL.

IF YOU HAVE AUTHORIZED A REPAIR IN ACCORDANCE WITH THE ABOVE INFORMATION, YOU ARE REQUIRED TO PAY FOR THE COSTS OF THE REPAIR PRIOR TO TAKING THE VEHICLE FROM THE PREMISES.

The first line of each sign shall be in letters not less than 1.5 inches in height, and the remaining lines shall be in letters not less than 0.5 inch in height.

(Source: P.A. 95-331, eff. 8-21-07.)

(815 ILCS 308/55)

Sec. 55. Recordkeeping. Every collision repair facility shall maintain copies of estimates for contracted work and all invoices. The copies may be maintained in an electronic format, shall be kept for 2 years, and shall be available for inspection by the Attorney General.

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

(815 ILCS 308/60)

Sec. 60. Removal of motor vehicle from facility. Upon reasonable notice and during the collision repair facility's business hours, a consumer may remove a motor vehicle from a collision repair facility upon paying for the following:

(1) Labor actually performed.

(2) Parts actually installed.

(3) Parts ordered specifically for the consumer's car if the order is not cancelable or the parts are not returnable for cash or credit.

(4) Storage and administrative charges imposed in accordance with the schedule of charges if posted on a sign within the shop or otherwise disclosed to consumers prior to repairs.

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

(815 ILCS 308/65)

Sec. 65. Lien barred. A collision repair facility that fails to comply with Section 15, 20, 25, 30, 35, 40, 45, 50, 55, or 60 is barred from asserting a possessory or chattel lien for the amount of the unauthorized parts or labor upon the motor vehicle or component.

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

(815 ILCS 308/70)

Sec. 70. Unlawful acts or practices. Each of the following acts or practices is unlawful when committed by a motor vehicle collision repair facility:

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

(2) Charging a consumer for parts not delivered or

installed or a labor operation or repair procedure that has not actually been performed.

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

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

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

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

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

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

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

(10) Charging or receiving payment for repairs not authorized by the consumer under Section 15, 20, 25, 30, 35, 40, 45, 50, 55, or 60.

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

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

(815 ILCS 308/75)

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

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

(815 ILCS 308/80)

Sec. 80. Exemptions. This Act does not apply to facilities covered by the Automotive Repair Act.

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

(815 ILCS 308/800)

Sec. 800. (Amendatory provisions; text omitted).

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