

AMENDMENT TO H.R. 1566
OFFERED BY MRS. HOUCHIN OF INDIANA

Page 15, after line 7, insert the following (and re-designate the succeeding sections accordingly):

1 SEC. 4. PROHIBITIONS ON CERTAIN REPAIR MANDATES.

2 (a) PROHIBITIONS.—A commercial entity may not
3 impose a penalty on a motor vehicle owner for—

4 (1) selecting or authorizing—

5 (A) a motor vehicle repair facility that the
6 motor vehicle owner chooses to diagnose or re-
7 pair a motor vehicle of the motor vehicle owner;

8 (B) a repair in accordance with any docu-
9 mented repair procedure issued by the motor
10 vehicle manufacturer for the diagnosis or re-
11 pair; or

12 (C) the replacement equipment that a
13 motor vehicle owner chooses to diagnose or re-
14 pair a motor vehicle of the motor vehicle owner;
15 or

16 (2) obtaining an independent appraisal to deter-
17 mine the actual cash value of a repair or amount of
18 loss following a collision.

1 (b) EXCEPTIONS.—The prohibitions described in sub-
2 section (a) do not apply with respect to a motor vehicle
3 repair conducted pursuant to any of the following:

4 (1) A safety or emissions recall.

5 (2) A warranty.

6 (3) A service contract.

7 (4) A customer satisfaction campaign.

8 (c) CUSTOMER CONSENT.—If replacement equipment
9 that a motor vehicle owner chooses does not exist or is
10 not reasonably available to repair a motor vehicle of the
11 motor vehicle owner or if a documented repair procedure
12 requested by a motor vehicle owner for a diagnosis or re-
13 pair of a motor vehicle of the motor vehicle owner has not
14 been issued by the motor vehicle manufacturer of such
15 motor vehicle, the motor vehicle repair facility shall—

16 (1) provide notice in writing to such motor vehi-
17 cle owner that such replacement equipment does not
18 exist or is not reasonably available or that such doc-
19 umented repair procedure has not been issued by
20 such motor vehicle manufacturer; and

21 (2) obtain the affirmative consent of such
22 motor vehicle owner to use alternative replacement
23 equipment or to proceed with the diagnosis or repair
24 in the absence of such a documented repair proce-
25 dure.

1 (d) TOTAL LOSS.—A motor vehicle owner who is cov-
2 ered by an automobile insurance policy may not be re-
3 quired to accept a total loss determination on a damaged
4 motor vehicle claim if the following conditions apply:

5 (1) The estimated cost to repair such motor ve-
6 hicle to pre-damaged condition is less than the ac-
7 tual cash value of such motor vehicle in such pre-
8 damaged condition.

9 (2) Such motor vehicle can be repaired to a safe
10 and legal operating condition.

11 (3) Such motor vehicle owner authorizes a
12 motor vehicle repair facility to repair such motor ve-
13 hicle.

14 (e) DEFINITIONS.—In this section:

15 (1) PENALTY.—The term “penalty” means a
16 monetary penalty, fee, or other measure that in-
17 creases cost on a motor vehicle owner, including
18 withholding or reducing reimbursement that would
19 otherwise be paid.

20 (2) TOTAL LOSS.—The term “total loss” means
21 a determination made by a provider of automobile
22 insurance that the relevant insurer would benefit
23 economically by paying the covered person the pre-
24 damage value of the damaged vehicle and assuming
25 ownership of said vehicle, rather than paying to re-

1 pair the vehicle to a safe and legal operating condi-
2 tion.

3 **SEC. 5. ENSURING SAFE REPAIRS.**

4 (a) DOCUMENTED REPAIR PROCEDURES.—A motor
5 vehicle repair facility shall carry out any motor vehicle re-
6 pair in accordance with any documented repair procedure
7 issued by a motor vehicle manufacturer for the relevant
8 motor vehicle repair, including any specified scan, calibra-
9 tion, and test.

10 (b) REPLACEMENT EQUIPMENT.—

11 (1) EQUIVALENT QUALITY REQUIRED.—In car-
12 rying out a motor vehicle repair, a motor vehicle re-
13 pair facility shall only use replacement equipment
14 that is of the same fit, finish, quality, performance,
15 weight, dimensions, and material composition of the
16 replacement equipment that is currently being of-
17 fered by the motor vehicle manufacturer.

18 (2) CONSUMER CONSENT EXCEPTION.—The re-
19 quirement described in paragraph (1) does not apply
20 if—

21 (A) a motor vehicle repair facility provides
22 written notice to a motor vehicle owner that the
23 relevant replacement equipment is not of the
24 same fit, finish, quality, performance, weight,

1 dimension, or material composition of the motor
2 vehicle equipment that is being replaced; and

3 (B) such motor vehicle owner provides
4 written consent to the use of such replacement
5 equipment.

6 (3) CERTIFICATIONS; SAFETY AND EMISSIONS
7 RECALLS.—

8 (A) CERTIFICATIONS.—An aftermarket
9 parts manufacturer that makes available to a
10 motor vehicle repair facility replacement equip-
11 ment that has been certified by a third-party
12 testing entity shall—

13 (i) notify each motor vehicle owner of
14 a motor vehicle on which such replacement
15 equipment has been installed if the certifi-
16 cation for such replacement equipment is
17 subsequently revoked or rescinded; and

18 (ii) replace at no cost, including any
19 cost with respect to labor or material cost,
20 to each such motor vehicle owner such re-
21 placement equipment with replacement
22 equipment that has been certified by the
23 relevant motor vehicle manufacturer or a
24 third-party testing entity.

1 (B) SAFETY AND EMISSIONS RECALLS.—

2 With respect to any replacement equipment
3 that an aftermarket parts manufacturer pro-
4 duces, an aftermarket parts manufacturer shall
5 be responsible for the following:

6 (i) Effectuating a safety recall in ac-
7 cordance with the Motor Vehicle Safety
8 Act or an emissions recall in accordance
9 with the Clean Air Act (42 U.S.C. 7401 et
10 seq.) (or any applicable State emissions
11 regulation) on such replacement equipment
12 if such a safety recall or emissions recall is
13 issued.

14 (ii) If any such replacement equip-
15 ment was marketed, sold, or certified as
16 “same as”, “like kind and quality”, or any
17 other similar representation relative to the
18 fit, finish quality, performance, weight,
19 function, or material composition of an
20 original equipment manufacturer’s replace-
21 ment equipment, effectuating a safety re-
22 call or emissions recall on such replace-
23 ment equipment concurrent with any safe-
24 ty recall or emissions recall issued for the

1 original equipment manufacturer's replace-
2 ment equipment.

3 (iii) Taking reasonable steps to ensure
4 that any such replacement equipment sub-
5 ject to a recall as described in clause (i) or
6 (ii) is removed from the stream of com-
7 merce.

8 (iv) Ensuring that any catalogue or
9 listing of aftermarket parts provided by the
10 aftermarket parts manufacturer to any
11 motor vehicle repair facility is updated to
12 remove any such replacement equipment
13 subject to a recall as described in clause (i)
14 or (ii).

15 (c) RECORDS.—

16 (1) AFTERMARKET PARTS MANUFACTURERS.—

17 In carrying out the obligations described in this sec-
18 tion, an aftermarket parts manufacturer shall take
19 reasonable steps to maintain a record of each motor
20 vehicle on which replacement equipment from such
21 aftermarket parts manufacturer has been installed.

22 (2) REPAIR FACILITIES.—In carrying out the
23 obligations described in this section, a motor vehicle
24 repair facility shall take reasonable steps to main-
25 tain a record of any repair, including any scan, cali-

1 bration, or test, that such motor vehicle repair facil-
2 ity performs on a motor vehicle.

Page 20, after line 21, insert the following (and re-
designate the succeeding paragraphs accordingly):

3 (9) CUSTOMER SATISFACTION CAMPAIGN.—The
4 term “customer satisfaction campaign” means a cus-
5 tomer satisfaction campaign issued by a motor vehi-
6 cle manufacturer that meets the requirements de-
7 scribed in section 579.5 of title 49, Code of Federal
8 Regulations.

9 (10) DOCUMENTED REPAIR PROCEDURE.—The
10 term “documented repair procedure” means a writ-
11 ten repair instruction, recommendation, or directive
12 issued by a motor vehicle manufacturer specific to
13 the year, make, and model of a motor vehicle.

Page 23, after line 15, insert the following (and re-
designate the succeeding paragraphs accordingly):

14 (21) REPLACEMENT EQUIPMENT.—The term
15 “replacement equipment” has the meaning given
16 that term in section 30102(b) of title 49, United
17 States Code.

18 (22) SERVICE CONTRACT.—The term “service
19 contract” has the meaning given that term in sec-
20 tion 101 of the Magnuson-Moss Warranty—Federal

1 Trade Commission Improvement Act (15 U.S.C.
2 2301).

