

# CAR REPAIR

## TEXAS HAS NO COMPREHENSIVE STATUTE SPECIFICALLY GOVERNING AUTO REPAIRS.

However, the Deceptive Trade Practices- Consumer Protection Act includes some sections that deal with auto repairs. Under this law, it is illegal to:

- Knowingly make a false or misleading statement about the need for parts or repair service;
- State that work has been done or parts were replaced when it is not true; and
- Represent that goods are original or new, when in fact they are second-hand or refurbished.

### HOW DO I PROTECT MYSELF ?

Your best protection from fraud and faulty repair work is to find a reputable mechanic or repair shop before your car needs to be repaired. Ask your friends if they know of a reliable mechanic. After you've selected some repair shops, call the Better Business Bureau or Attorney General regional office in your area (listed on the back of this brochure) and ask if there have been complaints about the shop you are considering. Ask shops for names of customers you can contact for referrals.

### AUTHORIZATION TO INSPECT BEFORE WORK IS DONE

You should get a written authorization to tow, inspect, test drive, diagnose, or disassemble any part of your car for the purposes of providing an estimate of repair costs prior to having the vehicle towed and prior to the inspection, test drive, diag-

nosis, or disassembly. This authorization should state the following:

- a description of the towing, inspection, test drive, diagnosis, or disassembly;
- the charges for the towing, inspection, test drive, diagnosis, disassembly, storage, and any other charges if you elect not to have the work done after the estimate of repair cost is disclosed to you;
- whether these charges will be added to or included with the cost of repairs;
- that the authorization for the inspection, test drive, diagnosis, or disassembly does not constitute authorization of repairs;
- that the commencement of repairs must be authorized by a separate repair order;
- that all parts replaced or removed from the vehicle during inspection will be saved and placed in a plastic bag in the trunk of the vehicle or other suitable place where you can access them; and
- an indication of whether your vehicle will be in any state of disassembly when returned to you if you elect not to authorize the repair work and the charges for reassembly without repairs.

Do not sign any form authorizing inspection, test drive, diagnosis, or disassembly that does not cover these items.

### AUTHORIZATION TO BEGIN WORK

You may be asked to sign both the authorization to inspect and the authorization to commence repair work at the same time. The authorizations may



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be on the same piece of paper, but they should require a separate signature. Read each one carefully before signing. The authorization to commence repairs should also include the date and time that you signed the form. If you decide to have repairs made, make sure the initial work order clearly specifies all of the following information:

- the repair work to be done;
- the fee for the specified work which includes the price for the parts, the price for the labor, the fee for storage, and any other charges;
- an indication of whether the replacement parts will be new or rebuilt and whether there will be a charge for the “core” of parts such as alternator or starters which you may wish to keep;
- the date by which repairs will be completed;
- the terms of any warranty, including the duration of the warranty, the parts and labor covered, and the exclusions of the warranty;
- an indication of whether the repairs will be paid for in cash, by check, by credit card, or through any another form of financing;
- if the repairs are to be financed, the terms of payment, including the loan approval from the financing company and the amount of the down payment, the dates for payment, all financing terms including the amount financed, the annual percentage rate, the monthly payment, and the number of monthly payments;
- an indication that all parts which will be replaced or removed from the vehicle during the repair will be saved and placed in a plastic bag in the trunk of the vehicle, or else that they will be identified and exchanged for new parts; and
- your signature approving the commencement of repair work and the method of payment.

## **THINGS YOU SHOULD NOT DO**

- You should not disclose your credit card account number, driver’s license number, or any other personal information unless you clearly specify that giving the information is only for loan approval purposes, unless you have approved the work or the work is finished and you are ready to pay for it. You should clearly indicate in writing that giving this information does not constitute an authorization to inspect or repair your vehicle. The

- authorization to inspect or repair is a completely separate authorization that should also require your signature. Deceptive shops may extract this personal information from you, commence work without your authorization, and then claim that you authorized the work because you provided this information and would not have done so unless you had authorized the repairs.
- You should not leave valuables in your car.
  - You should not allow anyone to speak for you in negotiating car repairs on your vehicle. Deceptive shops will use this as an excuse to add extra charges, on the grounds that your child, friend, relative, or some other person authorized the repairs.
  - You should not allow your car to be inspected, disassembled, or lifted up on a rack until you have obtained a copy of the inspection authorization forms with your signature showing the information outlined above.
  - You should not assume that a friendly smile and a verbal agreement will get your car fixed without arguments, lawsuits, or repossessions. *Get everything in writing.*

## **COMMON SCAMS**

Some of the common ways that deceptive auto repair shops can unfairly separate you from your money include:

- waiting until the vehicle is up on the lift and partially disassembled before getting your authorization to proceed with the repairs. By then, you are essentially forced to:
  - (a) authorize overpriced repairs or risk getting your car back in a disassembled and unusable condition; or
  - (b) pay a large and unexpected fee to have your vehicle reassembled, only to discover it no longer runs at all;
- showing you dirty oil with metal filings in it as evidence that you need a new transmission. Virtually all used transmissions have dirty oil with some amount of dirt and metal filings. This is normal and is not necessarily a sign that you need a whole new transmission. However, once the transmission is disassembled and reassembled with the same old seals and parts, it usually does not work the same as before;
- commencing work on your car without first getting your authorization, and then charging you for work that you did not authorize;
- giving you a verbal estimate for the cost of repairs, then charging a higher price;

- representing that repair services will be completed by a certain day in order to secure the sale, then failing to have the repair services completed by that day;
- telling you repairs are needed when in fact they are not;
- failing to disclose reassembly or inspection charges before starting repair work;
- advertising that the shop will provide free towing and then requiring you to pay for your own towing costs;
- telling you that the shop will provide a free rental car during repairs and then requiring you to pay for the rental charges;
- telling you that the shop will provide repair services pursuant to a warranty then charging you for the repair work covered by the warranty;
- representing that work or services have been done, or parts have been replaced in your car, when work or services were not done or the parts were not replaced;
- starting repair work on your car before obtaining authorization from you, then charging you for the work performed;
- starting repair work before obtaining written approval of the loan from the finance company in those instances where you borrow money to pay for repairs. If the loan company does not approve the loan and the work is already done, you may still be liable for the payment if you can't prove the deception;
- failing to complete the repairs as represented to you in the repair work agreement;
- failing to repair your car in accordance with the warranty provided after your car is brought to the shop for warranty repairs;
- failing to notify you and secure your additional approval in writing for any additional work to be done that was not set forth in the original written agreement; and
- representing or advertising that the shop will accept consumer credit cards or personal or business checks as payment for goods and services, then refusing to accept credit cards or checks.

## **RESOLVING DISAGREEMENTS**

If the charge is much higher than the estimate, or if the work was done without your authorization and you feel that you have been overcharged, question the manager or the mechanic about the bill. Have the shop write out the reasons for the difference in cost, and keep this written explanation together with the work estimate, final bill, and other paperwork. Make sure the mechanic returns your old parts. (The mechanic may return some parts, such as alternator and brake shoes, to the parts supplier for a refund, so you may not be able to get all of them.)

Even if you are unsatisfied with the mechanic's explanation of the difference between the estimate and the final charge, or feel that you have been cheated, pay the bill, making it clear that you do not agree with the cost. You can then file a complaint with the Attorney General's Office and/or file a small claims court lawsuit against the mechanic.

If you refuse to pay a repair bill—even a bill in dispute—the mechanic has the legal right to keep your car until you pay. Even if you believe you were cheated, you should not pay with a check so you can regain possession of your car and then stop payment on the check—your vehicle may still be repossessed.

If you suspect that the repair shop has violated the law and you can't get them to resolve the problem to your satisfaction, your first step should be to take your car to another repair shop. Give the second mechanic a copy of your itemized receipt and order an inspection of the alleged repairs and parts. Get this report in writing. If you notice the same problem with your car is recurring, or find a new problem that should not have arisen, you will be in a better position to negotiate a refund from the first mechanic if you have a second mechanic's opinion of the work done—*in writing*.

## **HOW DO I REPORT A PROBLEM?**

If you have an auto repair problem that the shop will not correct, the Texas Attorney General's Consumer Protection office and the Better Business Bureau both offer a complaint resolution process to help resolve your problem.

## **CONTACT INFORMATION**

### **BY US MAIL**

Office of the Attorney General  
Consumer Protection Division/010  
P. O. Box 12548  
Austin, Texas 78711-2548

### **ON THE INTERNET**

[www.oag.state.tx.us](http://www.oag.state.tx.us)

### **BY TELEPHONE**

Main agency switchboard  
(512) 463-2100  
Consumer Protection Division  
1-800-621-0508 or  
Regional Offices  
Austin • 512-463-2070  
Dallas • 214-969-5310  
El Paso • 915-834-5800  
Houston • 713-223-5886  
Lubbock • 806-747-5238  
McAllen • 956-682-4547  
San Antonio • 210-224-1007

### **PUBLIC INFORMATION & ASSISTANCE**

(512) 463-2007  
(800) 252-8011