

CHAPTER 5

WORK IN PROGRESS REQUIREMENTS

Section 5-1

AMENDED ESTIMATES

5-1.1 Requirements. It may be necessary for a repair facility to perform labor or install parts in addition to what was listed in the original written estimate. The following steps must be followed:

- a) The facility is required to get either written or verbal approval from the customer before performing additional repairs that will exceed the original estimate by more than \$50 or 10%, whichever is less. If the customer does not approve the additional charges, the facility may not charge for the added parts and labor.
- b) If a customer makes such a request, a facility must obtain the customer's permission to make *any* charge above the estimated price.

5-1.2 Verbal Authorization. When a facility obtains verbal approval for added parts or labor, the facility should document the authorization on its work order. It is important to be consistent in obtaining authorizations. The following information is suggested:

- a) The name of the person providing the added authorization.
- b) The date and time the authorization was obtained.
- c) The dollar amount authorized.
- d) The total amount of the repair bill discussed and agreed upon.
- e) Other information needed to verify the authorization.

Section 5-2

DIAGNOSTIC EQUIPMENT

5-2.1 Performance. Diagnostic equipment is often used to determine the need for vehicle repairs. It is the repair facility's responsibility to ensure that equipment is functioning properly, and they diagnose repairs correctly. Customers have a right to expect that mechanics and repair facilities know how to use equipment and tools correctly in the course of their work, regardless of sophistication. Misused or malfunctioning equipment does not relieve the mechanic or repair facility of liability when unnecessary or faulty repairs are performed.

Section 5-3

SUBLET REPAIRS

A repair facility may not be equipped to perform a particular repair; therefore, the facility may contract with another repair shop to perform necessary work. A repair facility that performs the sublet repairs must treat the original facility the same way as any other customer. The sublet facility must abide by all requirements in the Motor Vehicle Service and Repair Act (MVSRA).

5-3.1 Mechanic Certification. When the *vehicle* is sublet to another repair facility for repairs, **the second repair facility must:**

- a) Employ and have all repairs performed by a properly certified mechanic.
- b) If the first repair facility diagnosed the needed repair, the name and certification number of the diagnosing mechanic and repair facility information must appear on the customer's invoice, along with the name and certification number of the mechanic who performed the repairs at the sublet shop.

5-3.2 Sublet Part Repair. When a single component part, such as an engine or transmission, is sublet for repairs, the following is necessary:

- a) The repair facility that removed the part must employ a properly certified mechanic to diagnose, remove, or re-install the part.
- b) The names and certification numbers of the mechanics who diagnosed, removed or reinstalled the part along with the sublet repair facility information must appear on the final invoice given to the customer.
- c) A business, such as a machine shop, which does not diagnose the operating condition of, remove parts from, or install parts on a motor vehicle is not required to appear on the invoice.

Section 5-4

UNFAIR AND DECEPTIVE PRACTICES

5-4.1 Requirement. The MVSRA states that a motor vehicle repair facility or mechanic cannot engage or attempt to engage in a method, act or practice which is unfair or deceptive.

5-4.2 Prohibited Practices. Every repair facility owner or manager should be familiar with the entire "Unfair and Deceptive Practices" portion of the MVSRA. These laws require repair facilities to be fair and honest with customers.

Some of the unfair and deceptive practices identified in the MVSRA include:

- a) Make, either written or orally, an untrue or misleading statement of a material fact.
- b) Fail to reveal a material fact, the omission of which tends to mislead or deceive the customer and which fact could not reasonably be known by the customer.
- c) Attempt to avoid or evade the law through a contract or any provision thereof.
- d) Allow a customer to sign a blank document relating to the repair of a motor vehicle.
- e) Fail to give the customer a copy of a document at the time it signed by the customer.
- f) Charge for repairs not performed.
- g) Misrepresent the need for repairs.
- h) Perform an unnecessary repair.
- i) Exaggerate the seriousness of a malfunction.
- j) Perform unauthorized repairs.
- k) Fail to perform repairs in the time promised or in a reasonable time-period.
- l) Fail to honor a warranty or to disclose in writing what is warranted, the extent of the warranty, and limitations or conditions of the warranty.