

## Texas Has No Comprehensive Statute Specifically Governing Auto Repair Facilities

You do have other remedies however and this brochure was produced to inform you how to protect yourself. The Deceptive Trade Practices-Consumer Protection Act includes some sections that deal with auto repairs. Under this law, it is illegal to 1) knowingly make a false or misleading statement about the need for parts or repair service; 2) state that work has been done or parts were replaced when it is not true; and 3) represent that goods are original or new, when in fact they are second-hand, refurbished, or reconditioned.

***Finding A Good Mechanic.*** Your best protection is to find a reputable mechanic or repair shop before your car needs to be repaired. Ask your friends for a referral or call the Better Business Bureau or Attorney General regional office in your area and ask if there have been complaints about the shop you are considering.

The Motorist Assurance Program sets the standards of service for auto repair shops. You can see those standards and get a list of local repair shops that adhere to those standards on [www.motorist.org](http://www.motorist.org).

***Give Written Authorizations.*** Before the inspection or test drive, you may be required to give a written authorization to tow, inspect, test drive, diagnose or disassemble any part of your car for the purposes of providing an estimate or repair

costs. Be sure the authorization states 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 and 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 which should be in a *separate* repair order;
- that all parts replaced or removed from the vehicle during inspection will be saved and returned to you; 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.

***Watch What You Sign.*** Scrutinize all documents carefully. The authorization to inspect and the authorization to commence repair work may 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 alternators 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 repairs will be paid for in cash, by check, by credit card or through any other 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 that will be replaced or removed from the vehicle during the repair will be given to you, or else that they will be identified and exchanged for new parts; and

- your signature approving the start of repair work.

***Common Scams.*** Some of the common ways that deceptive auto repair shops work are as follows:

- Getting you to give personal information such as credit card account number, driver’s

license number, or any other personal information before the work is finished and you are ready to pay for it. They then start work 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.

- 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 either authorize overpriced repairs or risk getting your car back in a disassembled and unusable condition; or 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. Normally if you have transmission problems, you would notice a problem with the vehicle shifting gears, or the “check engine” light will illuminate. A healthy, properly maintained transmission should have pink transmission fluid and it is normal to find a small amount of a metallic paste type substance in the bottom of the pan. Brown burnt smelling fluid and/or metal filings and dirt in the pan can indicate transmission problems. 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, and 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 meet that deadline.
- Telling you repairs are needed when in fact they are not.
- Failing to disclose reassembly or inspection charges before starting repair work;
- Charging you for towing when they advertised free towing;
- Telling you that the shop will provide a free rental car during repairs then charging you rental charges;
- Telling you they make repairs under warranties, then charging you for the work covered by the warranty;
- Representing to you that work or services have been done, or parts have been replaced, when they were not;
- Representing or advertising that the shop will accept credit cards or personal or business checks as payment then refusing to accept them;
- Failing to notify you and get your additional approval in writing for additional work not in the original authorization;

***Resolving Disagreements.*** If the charges are 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. Mechanics are known to return some repairable parts to parts suppliers for a refund, so you may not be able to get all of them.

Even if you feel 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 car may still be repossessed.

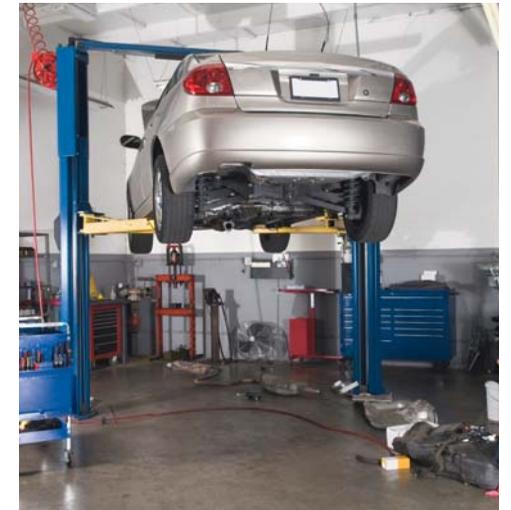
If you think the shop has violated the law and you can't get them to resolve the problem to your satisfaction, your first step should be to take your car to another repair shop. Give the second mechanic a copy of your itemized receipt and order an inspection of the alleged repairs and parts. Get this 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*.

***Reporting Problems.*** If you have a repair problem 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. You may also file a claim for damages in the small claims court

with the Justice of the Peace in your precinct. You do not need an attorney to accomplish this.

**Avoid problems from the start, get everything in writing!**

***Do You Have A Lemon?*** If you bought or leased a new vehicle or bought a used vehicle that is still under the manufacturer's warranty, and if the same problems keep reappearing, check our Lemon Law Web site at [www.dmv.tx.gov](http://www.dmv.tx.gov) to see if your vehicle qualifies for this relief. You may also call 1-800-622-8682 or 512-416-4800 for more information on the Lemon Law.



## DEALING WITH AN AUTO REPAIR FACILITY

Published as a courtesy by  
Motor Vehicle Division  
512-416-4800