



All Transmissions

3113 S Pine Street -Tacoma, WA 98409

253-627-0252

Washington State Auto Repair Law

We believe that everyone should know what their rights are. The following information is taken directly from the Washington State Attorney General's office. We comply with both the spirit and the letter of the law. We are here to help you with information on the Washington State Automobile Repair Law.

Important Terms to Know

Estimate:

You are entitled to a written price estimate for the repairs you have authorized before the work is performed, only if you deal face-to-face with the facility and the work is expected to cost more than \$100. Once you receive an estimate, the facility may not charge you more than 10% above the estimated costs without your prior approval.

The estimate includes, among other things: the odometer reading; a description of the problem or the specific repair requested; choice of alternatives for the customer; the estimated cost; labor and parts necessary for the specific diagnosis/repair requested.

Possessory Liens:

In most cases, the repair facility has the right to keep a vehicle until the customer pays the bill if the customer was given an authorized estimate and the amount charged is within 110 percent of the written estimate (plus tax). However, a repair facility cannot hold your car if:

The repair facility did not return a part the customer requested before work began;

There was face-to-face contact and the repair facility did not provide a customer with a written estimate or a choice of a written estimate;

There was no face-to-face contact and the repair facility did not obtain authorization;

The charges were more than 110 percent of the written estimate and did not obtain authorization to exceed that estimate;

The repair facility did not post the "YOUR CUSTOMER RIGHTS" sign.

Invoice:

Must include a description of the services performed. A list and description of all parts supplied and an indication of whether the parts were rebuilt, used, or (where collision damage is involved) after-market body parts or non-original equipment manufactured body parts. The price per part, the total amount charged for all parts, the total amount charged for all labor, and the total charge should all be included on the invoice.

Repair facility:

Any person, firm, association, or corporation who for compensation engages in the business of automotive repair or diagnosis or both. Repairs include work involving body collision repair, refinishing, brake, electrical, exhaust repair or installation, frame, unibody, front-end, radiators, tires, transmission, tune-up, and windshield.

Service contracts:

These contracts, issued by car manufacturers and independent companies, usually cover repair or replacement services for operational or structural failure due to defects in materials or workmanship. Call the ConsumerLine (Tape #147, see "For Further Information", on the back of this brochure) for more information.

Warranties:

There is no such thing as a “standard warranty” on repairs. Make sure you understand what is covered under your warranty and get it in writing. Warranties are usually subject to limitations, including: mileage, deductibles, businesses authorized to perform warranty work, and special procedures required to obtain reimbursement. Compare warranty policies. The repair facility must make available any express warranty provided by the repair facility to the customer that covers repairs performed on the vehicle. Call the ConsumerLine for more information (Tapes #145, #146 and #960).

Violations of the Law:

A violation of the auto repair law is also a violation of the Consumer Protection Act. This means the consumer can recover up to three times the amount of damages (up to \$10,000) in a successful court action.

Under the law (RCW 46.71) the following specific actions are unfair and misleading:

Advertising that is false, deceptive, or misleading

Materially misstating the estimated price for a specific repair procedure (low balling)

Retaining payment from a customer for parts not delivered or installed, or a repair procedure not performed

Unauthorized operation of a customer’s vehicle for purposes not related to repair or diagnosis

Failing or refusing to provide a customer, upon request, a free copy of any document signed by the customer

Retaining payment from both the customer and the warranty or extended service provider for the same covered part or labor

Charging the customer for repairs for which there is no reasonable basis

Failing to post required notice of rights sign

Failing to comply with estimate/invoice provisions in material respects

Failing to retain invoice/estimates for one year

However, in a lawsuit involving unauthorized repairs the court can rule that the law was not violated if the facility proves by “a preponderance of evidence” that making the unauthorized repairs was reasonable, necessary and justified under the circumstances.

Dealing With An Auto Repair Facility:

The best time to look for an auto repair facility is before you need one, when you have the time to shop around. In looking for an auto repair facility, ask for recommendations. The best referrals are from family and friends who have had positive experiences with a repair facility.

But ask the facility for references, too, and check them out. You can also check with the Better Business Bureau and AAA to see what kind of consumer record the facility has.

Once you've found a facility you like, which is technically competent to do the work, there are a two key rules to remember: Only work that you authorized can be performed and you should keep written records.

The first step in dealing with a repair problem is to check if the parts or service you need are covered by an existing warranty. If so, ask if the repair facility will honor the parts warranty and whether it provides in writing a warranty for its own work. Then go to the facility to get an estimate including condition to be repaired, parts needed, and anticipated labor charge. Be sure to determine in advance if there is a diagnostic charge. If the estimate seems too high, ask for an explanation and get a second opinion before authorizing any work.

In dealing with the facility, there are four things to watch out for:

1. You must ask for the damaged parts to be shown or returned to you, if you would like them, before the work is done.
2. If the repairs cost more than \$100, you're entitled to a written estimate. You must authorize the work to be done. The repair facility must also provide you with a written invoice after all work is performed. Compare it to the original authorized estimate.
3. The facility owner/manager can hold the car until the bill is paid, if the customer refuses to pay charges which are within 110 percent of the original, authorized estimate (including any subsequent authorizations).
4. The facility must notify you and receive either your written or oral approval to do any extra work that will increase the cost more than 10 percent above the original, authorized estimate. For example, the facility may hold your car until you pay the bill if you approved a \$200 estimate and the final bill was less than \$220 before taxes. You must pay the approved estimate cost, and up to 10 percent more, to get a vehicle back from a facility.

Make sure you have a copy of the warranty if one is provided. Get all promises in writing.

Your Customer Rights

You are entitled by law to:

A written estimate for repairs which will cost more than \$100, unless waived or absent face-to-face contact;

Return or inspection of all replaced parts, if requested at time of repair authorization;

Authorize orally or in writing any repairs which exceed the estimated total pre-sales tax cost by more than ten percent;

Authorize any repairs orally or in writing if your vehicle is left with the 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.

Resolving Complaints:

The hints we've offered above will help in getting through the typical experience at an auto repair facility. However, some problems inevitably arise.

Authorized repairs proved inadequate to repair car. Before you blame the facility owner/manager for ripping you off, consider whether you authorized the needed repairs or tried to get by with the minimum which proved insufficient. All too often we gamble on the cheap fix and it fails.

The customer is not satisfied with the vehicle after the repair. If the facility offers a warranty, return to the facility. Discuss the situation with the owner/manager and determine where the problem lies: miscommunication, poor workmanship, faulty parts.

Once you've identified the problem, address it. Don't become the problem. Get organized and be prepared to negotiate.

Try to work it out in a reasonable manner with the facility owner/manager. Show copies of the estimate or other documentation which support your position. Listen carefully to the facility's position and be prepared to compromise to a fair solution.



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No luck with the facility owner?

Four options include:

1. The Consumer Resource Center, Office of the Attorney General, offers mediation services;
2. Ask the owner/manager to resolve the dispute through arbitration/mediation (for example, AAA, the Better Business Bureau, or a Dispute Resolution Center);
3. Pursue the case through small claims court; however, you should note that you can only sue for money in Small Claims Court. The Court cannot order your car fixed;
4. Consult an attorney for further options.

This Washington State Law information is only a guideline. The laws are always subject to change and updating. Check you the State of Washington or your attorney for the latest information.