



## Florida Motor Vehicle Repair

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### *General Provisions*

The Florida Motor Vehicle Repair Act, effective January 1, 1981, provides new rights for consumers who need to have a motor vehicle repaired.

It requires an exchange of information between the consumer and the shop so that the extent of each job and the estimated cost are clearly established before work is begun. The law should reduce the number of "five o'clock surprises" at bill-paying time, to the benefit of the consumer and the repair industry. It also provides new legal steps for both parties to take when there is a dispute that must be settled in court. It is the responsibility of every repair shop to know and comply with it as well, in order to learn their rights and use them to protect themselves in such transactions. This information is designed to help consumers and shops get acquainted with the law and the responsibilities it places on them.

### *The Basics*

- Written estimate.
- Consent of the consumer.
- Written record of all telephone agreements.
- Itemized invoice.

### *Q and A*

#### **Q. What kind of repair shops must comply?**

**A.** New and used car, truck and motorcycle dealers, garages, service stations, self-employed persons, truck stops and paint, body, brakes, muffler, transmission, upholstery and glass shops.

#### **Q. When must a repair shop give an estimate?**

**A.** If the work will cost over \$100, the repair shop must give you a written disclosure statement setting forth your right to an estimate as well as other options. Your options are:

1. Request a written estimate.



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2. Request notice by the shop if the repair will exceed an amount specified by the consumer.
3. Written estimate not required. If option #2 is selected, then the repair shop would have to obtain your approval before exceeding the specified amount.

### **Q. Can a shop refuse to prepare an estimate?**

**A.** Yes, if the shop does not agree to perform the requested repair. The shop cannot force you to waive your right to an estimate.

### **Q. Am I entitled to an estimate for towing?**

**A.** No. Estimates are only required for diagnostic or repair work.

### **Q. Can a shop charge for diagnostic work for preparing an estimate?**

**A.** Yes, if it discloses the charge to the customer in advance and the customer agrees.

### **Q. What must an estimate include?**

**A.** Check your shop's estimate for the following:

- Shop's name, address, and telephone number.
- Customer's name, address, and telephone number.
- Date and time of estimate.
- Year, make, model, odometer reading, and license tag number of vehicle.
- Proposed work completion date.
- Description of customer's problem or request.
- Whether the charge is based on a flat rate, hourly rate or both.
- Estimated cost of repair.
- Charge for making estimate or basis for charge.
- Customer's intended method of payment.
- Name and telephone number of any alternate person the customer would allow to authorize repairs.
- Whether customer wants replaced parts returned.
- Daily storage charge (customer allowed 3 free working days after notification that repair work is completed).



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**Q. Am I entitled to a copy of the repair order, written estimate, and disclosure statement before work begins?**

**A.** Yes, if the work will cost more than \$100, a shop must give you a copy of the repair order and disclosure statement, even if you do not request an estimate. The disclosure statement may appear on the repair order or estimate form. If an estimate is requested, you must be given a copy.

**Q. What are my rights if I leave my car at a shop when it is not open, or if someone else takes my vehicle to the shop (for example: towing)?**

**A.** The shop can charge for diagnostic work without giving you an estimate. But after diagnostic work is done, and if repair work will cost more than \$100, the shop cannot begin the actual repair work until it notifies you and obtains approval.

**Q. Can a shop charge more than the written estimate?**

**A.** A margin of \$10 to 10%, whichever is greater, is allowed. But a shop may not charge more than \$100 over the written estimate.

**Q. What happens if a repair shop cannot complete a repair within the written estimate?**

**A.** The repair shop must contact the customer, by telephone or otherwise, for customer authorization. The customer may authorize additional repair, modify, or cancel the repair authorization. The shop must note any additional repair work authorized by the customer, including the cost. This becomes the "final estimate."

**Q. If the customer cancels the repair after learning that the estimate will be exceeded, must the shop reassemble the vehicle?**

**A.** Yes, if you want it reassembled, unless the vehicle would be unsafe. The shop may charge for teardown and reassembly only if the customer was given notice of the charges on the estimate.

**Q. When do I get an invoice?**



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**A.** Shops must give every customer an invoice when work is done, even if there is no charge. It must include:

- Date and odometer reading.
- Description of work.
- Labor, parts, and other merchandise costs.
- Nature of parts (used, rebuilt, etc.).
- Guarantee, if any.

### **Q. How are disputes settled?**

**A.** If your bill exceeds the final estimate which you have authorized by more than \$10 or 10 percent, whichever is greater, and the shop refused to give you your car unless you pay, here is what you can do.

1. File a bond with the Clerk of the Circuit Court for the amount of the final repair bill plus storage charges, if any. You do not have to file a lawsuit. The Clerk should give you a form to file the bond if a form is required
2. The Clerk will issue a certificate directing the shop to release your vehicle. A law enforcement officer will help deliver the certificate to the shop, if necessary.
3. The repair shop has 60 days to bring action (sue) to recover the bond as payment for the repair. If the shop does not sue within 60 days, the Clerk of the Court shall return the bond money to you. Release of the bond money does not prohibit the shop from filing suit later.
4. If the shop does not release your car after it gets the certificate, you may bring legal action against the shop (Consult your attorney.) The prevailing party may receive attorney's fees and court costs, if the court sees fit. Contact your local police department. It is a misdemeanor for a shop to refuse to give back your car when it gets a certificate.

### **Q. Where can I go for help?**

**A.** You can go to any of the following places:

- City or county consumer affairs offices. (Ask the information operation if the shop is not in Orange County.) You may contact our Unit at (407)836-2490 for Orange County transactions.
- State Attorney in your area.



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- Division of Consumer Services, Dept. of Agriculture and Consumer Services 2005 Apalachee Parkway, Tallahassee, FL 32399-6500. Toll free, 1-800-435-7352.

### *Tips for consumers:*

- Keep all estimates, invoices, and other records that you are given by the repair shop, even if there is no charge. (Should your car appear to be incorrectly repaired or require additional or repeat repair, you will need records of prior repair work.)
- The invoice should state what repair work is guaranteed. You need this information until the guarantee period runs out.
- Take notes on all telephone calls or other conversations when a shop tells you additional parts or labor are needed and the work may cost more than the estimate. Write down the date and time, the name of the person you talked to, and whether you authorize the additional cost. If you authorize it, this becomes a "final estimate."
- Go with your car to the shop whenever possible, so that none of your rights are waived.
- If you are dissatisfied with an estimate, you may wish to obtain additional estimates.
- Any customer who stops payment on a credit card charge