

§ 301.5. General provisions—repair shop.

With regard to a repair shop, the following is considered unfair methods of competition and unfair or deceptive acts or practices:

(1) Making a statement, directly or indirectly, which the dealer or repair shop knows or should know to be untrue or misleading including but not limited to the following:

(i) That repairs are necessary or desirable or that repairs are not necessary or desirable when such is not, in fact, true.

(ii) That a vehicle is in a dangerous condition or use of the vehicle may produce harm to the customer or that a vehicle is not in a dangerous condition or use of the vehicle may not produce harm to the customer when such is not, in fact, true.

(iii) That repairs have been performed on a vehicle when such is not, in fact, true.

(2) Failing to record in writing and to provide a copy of the record to the customer, where possible, prior to commencing repairs on the vehicle of a customer:

(i) The name and address of the customer and a telephone number, if any, at which the customer can be reached.

(ii) The date and approximate time the vehicle of the customer was delivered for repairs.

(iii) The year, make and registration number of the vehicle of the customer.

(iv) The odometer reading on the vehicle of the customer.

(v) The specific repairs requested by the customer or, if there is no specific request, a brief description of the problems encountered by the customer with the vehicle.

(3) Charging a customer for repairs which were not authorized in writing or charging a customer a price for agreed-upon maintenance or repair services which price, including parts and labor, was not authorized in writing or displayed in a clear and conspicuous manner on the premises. If the repair shop is unable to obtain advance written authorization because the specific repairs or costs thereof are not known when the vehicle is delivered for repair, the customer shall be so informed and shall be afforded the opportunity to select one of the following options:

(i) No repairs may be performed until the customer is notified of the exact nature of the repairs to be performed and the total price to be charged, including parts and labor and the oral or written authorization of the customer to perform the repairs is obtained.

(ii) Repairs may be initiated, but, if repairs will exceed a price specified in advance by the customer, the oral or written authorization of the customer to proceed further shall be obtained.

(iii) Repair of the described problem may be authorized without limitation of price provided the customer is informed of the hourly labor rate prior to commencement of repairs.

(4) Failing to display in a clear and conspicuous manner on the premises where possible and failing to disclose to a customer prior to obtaining oral or written authorization for repairs:

(i) That the customer has the right upon request to have parts replaced returned to the customer at the completion of the service or to inspect the parts, where possible, if the parts are being returned to the manufacturer or some other person under the terms of the warranty or rebuilding arrangement.

(ii) Whether a part to be supplied is new, used, reconditioned or rebuilt.

(iii) The conditions under which the repair shop may impose daily or hourly storage charges for a vehicle and the amount of the charges.

(iv) The amount of a charge to a customer for an estimate or diagnosis.

(5) Failing to maintain the following written record when oral authorization is received for certain repairs:

(i) The date and time the authorization is received.

(ii) The identity of the employe receiving the oral authorization and the name of the person making the authorization.

(iii) A description of the exact authorization received.

(iv) If authorization is received over the telephone and the shop placed the call, the telephone number called.

(6) Failing to complete repairs on a motor vehicle within 24 hours of its delivery by the customer or within the time specified by the repair shop or dealer unless the customer is informed of and consents to the delay.

(7) Failing to remedy promptly, at no charge to the customer, a repair or maintenance service performed by it on the customer's vehicle which was not performed in a skilled and workmanlike manner; provided that the customer promptly complains or brings the matter to the attention of the repair shop.

(8) Failing to provide a customer at the completion of repair or maintenance work, including warranty repair work, performed on the vehicle of the customer a dated, written invoice containing the following information:

(i) The name and address of the customer and repair shop.

- (ii) The date the vehicle of the customer was delivered for service.
 - (iii) The year, make and registration number of the vehicle of the customer and the odometer reading of the vehicle at the time the repairs were completed.
 - (iv) An itemized list of the specific repair or maintenance services performed on the motor vehicle of the customer.
 - (v) A list of the parts supplied by name or number, the price charged for the parts and the total amount charged the customer for the parts.
 - (vi) If a part supplied was not new, a statement that the part was either used, reconditioned or rebuilt.
 - (vii) The labor charge for the repair work, setting forth the number of hours, the price charged for each hour and the total amount charged the customer for labor.
 - (viii) The total amount charged to the customer for parts and labor; provided, however, that the price information required by this subparagraph and subparagraphs (v) and (vii) need not be provided if the price charged to the customer for the repair or maintenance work is a single charge for the particular service which charge was included in a schedule of charges posted in a clear and conspicuous manner on the premises of the repair shop or otherwise disclosed to the customer at the time the vehicle was delivered for service or repair. No other charges are permitted by this paragraph unless they are clearly and conspicuously disclosed to the customer prior to the commencement of repairs.
- (9) Charging a customer for repairs which have not actually been performed.
- (10) Failing or refusing to provide a customer with an exact copy at no additional charge of a document in addition to those required by paragraphs (2) and (8) in which legal obligations are imposed on the customer.
- (11) Using a vehicle of a customer for a purpose other than a test drive or delivery to the customer unless the express written authorization of the customer is obtained in advance.

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