

MAINE STATE LEGISLATURE

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116th MAINE LEGISLATURE

FIRST REGULAR SESSION-1993

Legislative Document

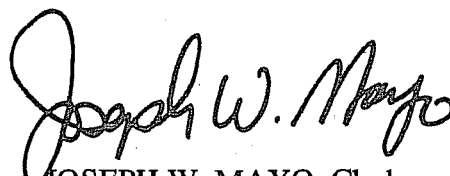
No. 761

H.P. 564

House of Representatives, March 2, 1993

An Act to Allow Consumers to Request a Written Estimate for Car Repairs.

Submitted by the Department of the Attorney General pursuant to Joint Rule 24.
Reference to the Committee on Business Legislation suggested and ordered printed.


JOSEPH W. MAYO, Clerk

Presented by Representative MELENDY of Rockland.
Cosponsored by Representative HOGLUND of Portland.

Be it enacted by the People of the State of Maine as follows:

2 Sec. 1. 29 MRSA §§2602 to 2604, as enacted by PL 1979, c. 698,
4 §2, are repealed.

6 Sec. 2. 29 MRSA §2604-A is enacted to read:

8 §2604-A. Service or repair work; written estimate

10 1. Written estimate required upon request. Upon the
12 request of any customer, a motor vehicle repair facility shall
14 provide a written estimate to the customer in advance of
16 performing any service or repair work. The written estimate must
18 contain:

20 A. An itemization of the service or repair work to be
22 performed;

24 B. An estimated price for labor and parts necessary to
26 complete the work;

28 C. An estimated completion date; and

30 D. Whether the price estimate is based on a flat rate or
32 "menu price" calculation or on an estimate of the number of
34 hours that will be needed for that customer's repair and, if
36 a flat rate or "menu price" calculation, the name of the
38 repair book used for the calculation.

40 The repair facility may charge the customer a reasonable fee for
42 the expense of preparing the estimate.

44 2. Authorization to proceed. A motor vehicle repair
46 facility may not perform any service or repair work set forth in
48 the written estimate unless it receives the written permission of
50 the customer to proceed. If it is impracticable to give the
52 customer a written estimate or obtain the customer's written
54 permission to proceed, the motor vehicle repair facility may
56 orally advise the customer of the items contained in the written
58 estimate and obtain the customer's oral permission to proceed.

60 3. Additional service or repair work. If additional
62 service or repair work of an unrelated and different nature from
64 the work originally itemized in the written estimate becomes
66 necessary, a motor vehicle repair facility shall notify the
68 customer of the estimated cost of the additional work and receive
70 the customer's written or oral permission to proceed before
72 performing the work.

2 4. Effect of exceeding estimate. Upon the completion of
any service or repair work for which an estimate has been given,
4 a motor vehicle repair facility may not charge the customer any
amount that exceeds the estimate by 10% without the customer's
6 written or oral consent.

8 5. Service or repair delay. A motor vehicle repair
facility is not liable for breach of the written estimated
10 completion date for service or repair work if the delay is caused
by:

12 A. An act of God;

14 B. A strike;

16 C. Unexpected illness;

18 D. Unexpected shortage of labor or parts; or

20 E. Unavailability of the customer to give permission to
22 perform additional service or repair work.

24 6. Written estimate not required. A motor vehicle repair
facility is not required to provide a written estimate to a
26 customer if the facility does not agree to perform the service or
repair work. That facility may not engage in any act or practice
28 that causes or has the effect of causing any customer to waive
the customer's right to an estimate as a condition to performing
30 any service or repair work.

32 7. When estimate not requested. Notwithstanding subsection
3, if a customer does not request that an estimate be provided, a
34 motor vehicle repair facility may not perform any service or
repair work on any motor vehicle for the customer unless the work
36 has been authorized by the customer.

38 8. Return of replaced parts. With the exception of parts
required to be returned to the manufacturer or distributor under
40 a warranty or exchange agreement, all parts that have been
replaced on a motor vehicle by a motor vehicle repair facility
42 must be returned to the customer if the customer so requests.
The customer may inspect any replaced parts before paying the
44 repair bill.

46 9. Required work invoice. A motor vehicle repair facility
must prepare a work invoice in accordance with this subsection.

48 A. Upon completion of any service or repair work for which
a charge is made, a motor vehicle repair facility shall
50 prepare an invoice that itemizes:

- 2 (1) All work that the motor vehicle repair facility
3 has performed;
- 4 (2) All work that any subcontractor has performed;
- 6 (3) All parts supplied having a value in excess of 50¢
8 and the retail cost of each part; and
- 10 (4) The number of hours, or portion thereof, of labor
12 charged in performing the work, the retail cost of the
14 labor and whether this charge was based on a flat rate
 calculation and the name of the repair book used or on
 the actual amount of hours worked.

16 B. The invoice must state clearly if any used, rebuilt or
18 reconditioned parts have been supplied or if a part of a
 component system supplied is composed of used, rebuilt or
20 reconditioned parts.

22 C. A motor vehicle repair facility is responsible for any
24 service or repair work performed by a subcontractor in the
 same manner as if the work had been performed by the
 facility.

26 D. The motor vehicle repair facility shall give the
28 customer a copy of the invoice and retain a copy as a
 business record for one year.

30 Sec. 3. 29 MRSA §2605, 2nd and 3rd ¶¶, as enacted by PL 1979,
32 c. 698, §2, are amended to read:

34 ~~Before we begin making repairs, you have a right to put-in~~
36 ~~writing-the-total-amount-you-agree-to-pay-for-repairs request a~~
38 ~~written estimate. You will not have to pay anything over that~~
40 ~~amount-unless-you-agree-to-it-when-we-contact-you-later. We can~~
42 ~~not charge you any amount that exceeds by 10% the estimate for~~
44 ~~the original or additional work without your written or oral~~
46 ~~consent.~~

48 Before you pay your bill, you will receive a detailed,
50 written invoice and you have a right to inspect any replaced
52 parts. You have a right to take with you any replaced parts,
54 unless we are required to return the parts to our distributor or
56 manufacturer.

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STATEMENT OF FACT

4 This bill allows consumers to request a written estimate for
6 car repairs. Under this bill, a car repair facility may not
8 charge a costumer any amount that exceeds the estimate by 10%
10 without the costumer's oral or written consent. The car repair
facility must also disclose whether the repair is based on a flat
rate calculation or the number of hours actually needed to make
the repair.