

A public hearing will be held by the Office of Attorney General Mike DeWine on Tuesday, June 30, 2015 at 2:30 p.m. in the B-1 Hearing Room of the Rhodes State Office Tower, located at 30 East Broad Street, Columbus, Ohio 43215.

The purpose of the hearing is to solicit comment on amended rule 109:4-3-13.

**109:4-3-13 Motor vehicle repairs or services.**

(A) It shall be a deceptive act or practice in connection with a consumer transaction involving the performance of either repairs or any service upon a motor vehicle where the anticipated cost exceeds ~~twenty-five~~ fifty dollars and there has been face to face contact at the supplier's place of business during the hours such repairs or services are offered, between the consumer or his representative and the supplier or his representative, prior to the commencement of the repair or service for a supplier to:

(1) Fail, at the time of the initial face to face contact and prior to the commencement of any repair or service, to provide the consumer with a form which indicates the date, the identity of the supplier, the consumer's name and telephone number, the reasonably anticipated completion date and, if requested by the consumer, the anticipated cost of the repair or service. The form shall also clearly and conspicuously contain the following disclosures in substantially the following language:

"Estimate

You have the right to an estimate if the expected cost of repairs or services will be more than ~~twenty-five~~ fifty dollars. Initial your choice:

\_\_\_\_\_ written estimate

\_\_\_\_\_ oral estimate

\_\_\_\_\_ no estimate"

(2) Fail to post a sign in a conspicuous place within that area of the supplier's place of business to which consumers requesting any repair or service are directed by the supplier or to give the consumer a separate form at the time of the initial face to face contact and prior to the commencement of any repair or service which clearly and conspicuously contains the following language:

"Notice

If the expected cost of a repair or service is more than ~~twenty-five~~ fifty dollars, you have the right to receive a written estimate, oral estimate, or you

can choose to receive no estimate before we begin work. Your bill will not be higher than the estimate by more than ten per cent unless you approve a larger amount before repairs are finished. Ohio law requires us to give you a form so that you can choose either a written, oral, or no estimate."

- (3) Fail, where a consumer requests a written estimate of the anticipated cost of repairs or services, to make a bona fide effort during the initial face to face contact to provide the written estimate on the form required by paragraph (A)(1) of this rule;
- (4) Fail, where a consumer requests a written or oral estimate, to give the estimate to the consumer before commencing the repair or service.

(B) It shall be a deceptive act or practice in connection with a consumer transaction involving the performance of either repairs or any service upon a motor vehicle where there has not been face to face contact between the consumer or his representative and the supplier or his representative prior to the commencement of the repair or service for a supplier to:

- (1) Fail to make available to the consumer who makes a supplier-authorized delivery of a motor vehicle for repair or service at the supplier's place of business during non-business hours of the repair or service facility, a form in duplicate, with instructions directing the consumer to retain a copy, which indicates the identity of the supplier and contains the following disclosures in substantially the following language:

"Estimate

You have the right to an estimate of the cost of repairs or services which you are requesting. Your bill will not be higher than the estimate by more than ten per cent unless you approve a larger amount before repairs are finished. You can choose the kind of estimate you want to receive by signing your name under one of the following choices and indicating a telephone number where you can be reached if necessary:

(a) Written estimate

\_\_\_\_\_  
(Customer Signature)

(b) Oral estimate

\_\_\_\_\_  
(Customer Signature)

(c) No estimate

\_\_\_\_\_  
(Customer Signature)

Customer Name \_\_\_\_\_

Customer Telephone Number \_\_\_\_\_

Date: \_\_\_\_\_ "

- (2) Fail in all other instances, upon the first contact with the consumer, to inform the consumer of the right to receive a written or oral estimate of the anticipated cost of the repair or service;
  - (3) Fail, where the consumer requests an oral estimate, to give the oral estimate to the consumer before commencing the repair or service;
  - (4) Fail, where the consumer requests a written estimate, to prepare a written estimate, inform the consumer that the estimate is available, and upon the consumer's request, give the estimate to the consumer before commencing the repair or service.
- (C) In any consumer transaction involving the performance of any repair or service upon a motor vehicle it shall be a deceptive act or practice for a supplier to:
- (1) Make the performance of any repair or service contingent upon a consumer's waiver of any rights provided for in this rule;
  - (2) Fail, where an estimate has been requested by a consumer, to obtain oral or written authorization from the consumer for the anticipated cost of any additional, unforeseen, but necessary repairs or services when the cost of those repairs or services amounts to ten per cent or more (excluding tax) of the original estimate;
  - (3) Fail, where the anticipated cost of a repair or service is less than ~~twenty-five~~ fifty dollars and an estimate has not been given to the consumer, to obtain oral or written authorization from the consumer for the anticipated cost of any additional, unforeseen, but necessary repairs or services when the total cost of the repairs or services, if performed, will exceed ~~twenty-five~~ fifty dollars;
  - (4) Fail to disclose prior to acceptance of any motor vehicle for inspection, repair, or service, that in the event the consumer authorizes commencement but does not authorize completion of a repair or service, that a charge will be imposed for disassembly, reassembly, or partially completed work. Any charge so imposed must be directly related to the actual amount of labor or parts involved in the inspection, repair, or service;
  - (5) Charge for any repair or service which has not been authorized by the consumer;

- (6) Fail to disclose upon the first contact with the consumer that any charge not directly related to the actual performance of the repair or service will be imposed by the supplier whether or not repairs or services are performed;
- (7) Fail to disclose upon the first contact with a consumer the basis upon which a charge will be imposed for towing the motor vehicle if that service will be performed;
- (8) Represent that repairs or services are necessary when such is not the fact;
- (9) Represent that repairs have been made or services have been performed when such is not the fact;
- (10) Represent that a motor vehicle or any part thereof which is being inspected or diagnosed for a repair or service is in a dangerous condition, or that the consumer's continued use of it may be harmful, when such is not the fact;
- (11) Materially understate or misstate the estimated cost of the repair or service;
- (12) Fail to provide the consumer with a written itemized list of repairs performed or services rendered, including a list of parts or materials and a statement of whether they are used, remanufactured or rebuilt, if not new, and the cost thereof to the consumer, the amount charged for labor, and the identity of the individual performing the repair or service;
- (13) Fail to tender to the consumer any replaced parts, unless the parts are to be rebuilt or sold by the supplier, or returned to the manufacturer in connection with warranted repairs or services, and such intended reuse or return is made known to the consumer prior to commencing any repair or service;
- (14) Fail to provide to the consumer upon his request a written, itemized receipt for any motor vehicle or part thereof that is left with, or turned over to, the supplier for repair or service. Such receipt shall include:
  - (a) The identity of the supplier which will perform the repair or service;
  - (b) The name and signature of the supplier or a representative who actually accepts the motor vehicle or any part thereof;
  - (c) A description including make and model number or such other features as will reasonably identify the motor vehicle or any part thereof to be repaired or serviced;
  - (d) The date on which the motor vehicle or any part thereof was left with or turned over to the supplier.

- (15) Fail, at the time of the signing or initialing of any document by a consumer, to provide the consumer with a copy of the document;
  - (16) Fail to disclose to the consumer prior to the commencement of any repair or service, that any part of the repair or service will be performed by a person other than the supplier or his employees, if the supplier disclaims any warranty of the repair or service performed by that person. In addition the supplier shall disclose the nature of the repair or service which that person will perform, and if requested by the consumer, the identity of that person.
  - (17) Fail to inform the consumer, prior to the performance of any repair or service, that part(s) to be used in effectuating the repair or service will be remanufactured, rebuilt, or used.
- (D) The forms required by paragraphs (A)(1) and (B)(1) of this rule may be separate or may be incorporated into another form used by the supplier as long as the required disclosures are easily legible and clearly and conspicuously appear on the form. Nothing in this rule shall preclude a supplier from incorporating into the same form additional disclosures required by this rule.
- (E) The sign or form required by paragraph (A)(2) of this rule shall be printed in such a size and manner so that the notice is easily legible. Additional disclosures required by this rule may be incorporated into the sign or form so long as the language required by paragraph (A)(2) of this rule prominently appears as the first listed disclosure. Where a supplier gives written estimates to consumers prior to the commencement of any repair or service regardless of the anticipated cost of repairs or services, the language in the form required by paragraph (A)(1) of this rule and the sign or form required by paragraph (A)(2) of this rule may be modified to disclose that fact.
- (F) In lieu of complying with the requirements of paragraphs (A)(1) and (B)(1) to (B)(4) of this rule, a supplier may provide a consumer, prior to the commencement of any repair or service, with a written quotation of the price at which the repair or service will be performed, which shall indicate that the quotation shall be binding upon the supplier for a period of five days, provided that the subject of the consumer transaction is made available to the supplier for the repair or service within that period.
- (G) For purposes of paragraph (B)(1) of this rule, a supplier has not authorized delivery of a motor vehicle during non-business hours of the repair or service facility where there has not been communication of that fact to the general public by the supplier or the supplier's representative.
- (H) As used in this rule, "motor vehicle" shall have the same meaning as that term is defined in division (B) of section 4501.01 of the Revised Code.

- (I) Any written disclosure required by this rule must be legible.
- (J) The provisions of rule 109:4-3-05 of the Administrative Code shall have no application to consumer transactions involving the performance of either repairs or any service upon a motor vehicle.

All interested parties are invited to attend the hearing and present oral and/or written testimony. Written comments may also be submitted prior to the hearing to the attention of Amber Aimar, Policy and Public Affairs Section, Office of the Ohio Attorney General Mike DeWine, 30 East Broad Street, Columbus, Ohio 43215, or [Amber.Aimar@OhioAttorneyGeneral.gov](mailto:Amber.Aimar@OhioAttorneyGeneral.gov) no later than Monday, June 29, 2015 by close of business.