

Under Oregon law (ORS 646A.480 to 646A.495), a customer of this facility is entitled to receive:

- A written estimate for repair work that this facility performs, including the cost of parts and labor and any incidental charges.
- A detailed invoice of work this facility performs and of parts supplied.
- Any parts from a vehicle that this facility replaced during a repair, if the customer requests the return, or an opportunity to inspect the parts, if the customer request an inspection. Some repairs may cost the customer more if the customer request that this facility return parts replaced during a repair.
- A separate authorization if this facility proposes to disassemble a vehicle or components of the vehicle in order to evaluate the vehicle's condition. The estimate must then list the parts and labor costs for evaluating the vehicle's condition and the time it would take to reassemble the vehicle if the customer elects not to have any repairs performed.

Please direct any questions you might have about the requirements shown above to the manager of this facility. If you have a complaint about compliance with these requirements, please contact the Oregon Attorney General's consumer hotline at **1-877-877-9392** or file a complaint online with the State of Oregon Department of Justice Consumer Complaint Form.

(https://justice.oregon.gov/forms/consumer_complaint.asp)

(916) 481-2312

CALIFORNIA

AUTOHEAVEN Specialized Automotive Services

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The California Motorists Bill of Rights

In accordance with the automotive repair act of 1971, a customer shall receive:

1. A WRITTEN ESTIMATE FOR REPAIR WORK.
2. A DETAILED INVOICE OF WORK DONE AND PARTS SUPPLIED.
3. RETURN OF REPLACED PARTS, IF REQUESTED AT THE TIME A WORK ORDER IS PLACED.

1. Do I have the right to take my car to the shop of my choice?

Yes - You may select the repair facility of your choice unless your insurance policy specifies otherwise.

2. Should my insurance company be notified before repairs?

YES - Your insurance policy generally states that, if requested, you must file a sworn proof of loss, exhibit the damaged property, and submit to examination under oath.

3. Do I need to contact more than one shop for an estimate?

NO - One estimate from the shop of your choice is required, unless your insurance policy specifies otherwise. California State law requires you get a written estimate before starting repairs.

4. Am I responsible for the cost of repairs?

YES - You are usually responsible to the repair facility for payment of repairs unless your insurance policy specifies otherwise. Ordinarily, if you are insured, your insurance policy states that the insurance company will pay you for the loss, less any applicable deductibles or depreciation. Any arrangements for payments by your insurance company are your responsibility.

5. Is the repair facility responsible for the repairs performed on my car?

YES - The Automobile Repair Act of 1971 requires all repair dealers to be registered with the State of California and to post a sign. This Act [Section 9884.7(1)(g)] states that the Department of Consumer Affairs may invalidate the registration of the repair dealer for a number of causes, including:

- Making any statement written or oral which is untrue or misleading;
- Causing a customer to sign any work order which does not state the repairs requested by the customer;
- Failing or refusing to give to a customer a copy of any document requiring his or her signature, as soon as the customer signs such document; any other conduct which constitutes fraud;
- Any willful departure from or disregard of accepted trade standards for good and workman like repair.

6. If I am having difficulties with my insurance company, do I have recourse?

YES - First consult with your insurance agent or broker. Then, if your problems still have not been resolved, consult with the Department of Insurance, State of California, at their office in Sacramento, San Francisco, Los Angeles, or San Diego, or telephone their toll free line: 1-800-927-4357.

7. If my insurance company does not agree with the amount of loss, do I have recourse other than No. 6?

YES - Your insurance policy may provide that, when the insured and insurer fail to agree on the amount of loss, both parties are entitled to arbitration.

8. Can an insurer require, direct, suggest or recommend that your automobile be repaired at a specific shop?

NO - Unless the referral is expressly requested by you; or you have been informed in writing of the right to select the repair facility; and The insurer that elects to repair a vehicle directs, suggests or recommends that a specific repair shop be used, shall cause the damaged vehicle to be restored to its condition prior to the loss at no additional cost to you other than as stated in the policy or as otherwise allowed by law.

9. Can my insurer require me to use non-original equipment manufacturer (non-OEM) Replacement crash parts for the repair of my car?

NO - No insurer shall require the use of non-OEM replacement crash parts in the repair of an automobile unless:

- The parts are at least equal to the original equipment manufacturer parts in terms of quality, safety, fit and performance; and
- Insurers specifying the use of non-OEM replacement crash parts shall pay the cost of any modifications to the parts which may become necessary to effect the repair;
- Insurers specifying the use of non-OEM replacement crash parts warrant that such parts are of like kind, quality, safety, fit and performance as OEM replacement crash parts.

For more information, please visit [CALIFORNIA AUTOBODY ASSOCIATION](http://www.californiaautobody.com).

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"YOUR CUSTOMER RIGHTS**YOU ARE ENTITLED BY LAW TO:**

- Washington* →
1. A WRITTEN ESTIMATE FOR REPAIRS WHICH WILL COST MORE THAN ONE HUNDRED DOLLARS, UNLESS WAIVED OR ABSENT FACE-TO-FACE CONTACT (SEE ITEM 4 BELOW);
 2. RETURN OR INSPECTION OF ALL REPLACED PARTS, IF REQUESTED AT TIME OF REPAIR AUTHORIZATION;
 3. AUTHORIZE ORALLY OR IN WRITING ANY REPAIRS WHICH EXCEED THE ESTIMATED TOTAL PRESALES TAX COST BY MORE THAN TEN PERCENT;
 4. AUTHORIZE ANY REPAIRS ORALLY OR IN WRITING IF YOUR VEHICLE IS LEFT WITH THE REPAIR FACILITY WITHOUT FACE-TO-FACE CONTACT BETWEEN YOU AND 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."

The first line of each sign shall be in letters not less than one and one-half inch in height and the remaining lines shall be in letters not less than one-half inch in height.

[1993 c 424 § 6.]

Notes:

Severability – Effective date – 1993 c 424: See notes following RCW 46.71.005.

46.71.035**Failure to comply with estimate requirements.**

An automotive repair facility that fails to comply with the estimate requirements of RCW 46.71.025 is barred from recovering in an action to recover for automotive repairs any amount in excess of one hundred ten percent of the amount authorized by the customer, or the customer's designee, unless the repair facility proves by a preponderance of the evidence that its conduct was reasonable, necessary, and justified under the circumstances. In an action to recover for automotive repairs the prevailing party may, at the discretion of the court, recover the costs of the action and reasonable attorneys' fees.

DEQ

Statement from the Dept. of Environmental Quality

There can be car parts with hazardous materials such as lead-acid batteries, air bags containing sodium azide, brake pads, and mercury switches; but state and federal law would not prevent a car owner from receiving parts. For the car owner, not a business, the parts would be household hazardous waste if discarded. The car owner would still be responsible for proper disposal or recycling.

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