

CR 93-96

STATE OF WISCONSIN)
) ss.
DEPARTMENT OF AGRICULTURE,)
TRADE AND CONSUMER PROTECTION)

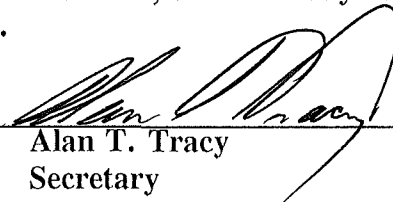
Docket No. 2448

CERTIFICATION:

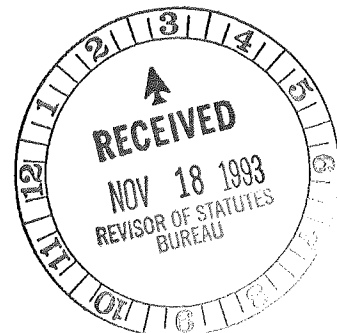
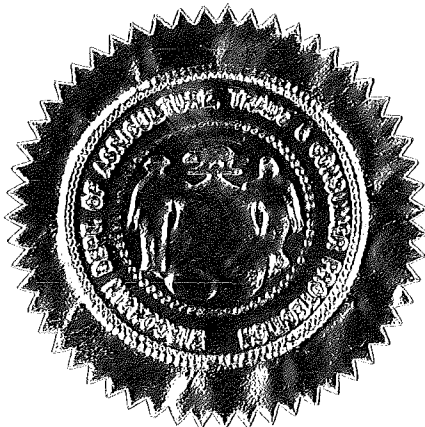
I, Alan T. Tracy, Secretary, State of Wisconsin, Department of Agriculture, Trade and Consumer Protection, and custodian of the official records of said Department, do hereby certify that the annexed order repealing and recreating chapter ATCP 132, Wisconsin Administrative Code, relating to motor vehicle repairs was duly approved and adopted by the Department on November 16, 1993.

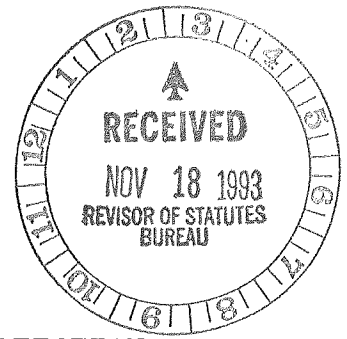
I further certify that said copy has been compared by me with the original on file in the Department and that the same is a true copy thereof, and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department at the Department offices in the city of Madison, this 16th day of November, 1993.



Alan T. Tracy
Secretary





1 ORDER OF THE STATE OF WISCONSIN
2 DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
3 ADOPTING RULES
4 The Wisconsin department of agriculture, trade and consumer
5 protection adopts the following order to repeal and recreate
6 chapter ATCP 132, relating to motor vehicle repair practices.

Analysis prepared by the Wisconsin Department
of Agriculture, Trade and Consumer Protection

Statutory Authority: ss. 93.07(1) and 100.20(2), Stats.

Statutes Interpreted: s. 100.20, Stats.

This rule repeals and recreates chapter ATCP 132, Wis. Adm. Code, relating to motor vehicle repair practices. For the most part, this rule merely reorganizes and clarifies the prior motor vehicle repair rule. However, this rule also makes several substantive changes. This rule has a delayed effective date of January 1, 1995. It provides that a shop may begin using forms in compliance with this rule at any time after the rule is published in the Administrative Register without being considered to be in violation of the prior rule. All shops will be required to begin using forms in compliance with this rule on January 1, 1995.

Rule Coverage

Prior rules applied to motor vehicle "repairs" including the improvement, adjustment, replacement, examination, diagnosis, maintenance, servicing, removal or installation of any component or part of a motor vehicle. This rule clarifies that repairs to motor vehicle components or parts are covered regardless of whether those components or parts are attached to a motor vehicle at the time of repair.

This rule also covers the installation or removal of "accessories," or the repair of "accessories" that are attached to a motor vehicle at the time of repair. Under this rule, an "accessory" means an item, such as a radio, audio system component or cellular communications device, that is designed to be attached to a motor vehicle and that is attached by cutting,

drilling, fastening with screws or bolts, establishing electrical connections, or intruding into an existing component, part or system in a motor vehicle.

Prior rules did not apply to (1) a shop that performs repairs only for a single business or government entity, (2) a shop repairing its own motor vehicle, (3) the sole proprietor of a shop when that sole proprietor repairs a family member's motor vehicle, (4) towing services or (5) the supply of motor fuel to a motor vehicle. This rule keeps all of these current exemptions. It also creates new exemptions for washing or waxing the exterior surface of the motor vehicle, or cleaning the passenger compartment of a motor vehicle, unless those tasks are performed in conjunction with other repairs.

Prior rules did not clearly define the term "customer." This rule specifies that a "customer" includes a natural person, corporation, or business entity that owns, operates or controls a motor vehicle that is the subject of a repair transaction, but does not include a shop that subcontracts repairs to another shop. This definition is consistent with the department's interpretation of the prior rule.

Prior rules defined "motor vehicle" to exclude any vehicle whose manufacturer's specified gross vehicle weight rating exceeded 16,000 pounds. This rule creates an exception to the exclusion for motor homes weighing more than 16,000 pounds. Under this definition, all motor homes are covered by the rule.

Repair Authorization; General

Prior rules prohibited a shop from performing any repairs that are not authorized in advance by the customer. This rule keeps the prohibition, but states it more clearly. The rule clarifies that customer authorization is required, without exception, for all repairs.

This rule clarifies that if a motor vehicle is brought to the shop without face-to-face contact between the customer and a shop representative, the shop must still obtain the customer's authorization before starting repairs to that motor vehicle. Authorization may be obtained by telephone, or by any other method of communication. Before starting any repairs whose price may exceed \$50, the shop must always record the repair authorization in writing on the repair order (even when the shop is not required to give the customer a copy of the repair order because there has been no face-to-face contact at the time the customer authorizes the repair).

Under prior rules, the term "shop representative" was not defined (e.g., for purposes of determining whether there has been face-to-face contact between a customer and a "shop representative").

However, the term has been interpreted to include a person whom the shop has authorized to do both of the following, or who does both of the following with apparent authority from the shop: (1) accept custody of a vehicle from a customer and (2) obtain a repair authorization from a customer. This rule codifies this interpretation of the term "shop representative."

Written Repair Order

Under prior rules, before a shop started any repairs whose price might exceed \$25, the shop was required to provide the customer with a copy of a written repair order unless the motor vehicle was brought to the shop without face-to-face contact between the customer and a shop representative. Under this rule, a shop must provide the customer with a copy of the written repair order if the price of the repairs may exceed \$50.

This rule clarifies that the shop must prepare a written repair order on all repairs over \$50 even when the shop is not required to give the customer a copy of that repair order because there has been no face-to-face contact between the shop and the customer when the repairs are authorized.

Under prior rules, a repair order was required to:

- be signed by a shop representative,
 - legibly describe the repairs authorized by the customer,
- and
- specify the odometer reading of the motor vehicle when it is delivered to the shop.

This rule eliminates the odometer reading requirement but keeps the other requirements. This rule also specifies that the repair order must include the name and address of the shop; the name and address of the customer; and the model, make and license number of the motor vehicle (if the motor vehicle is in the shop's possession). The repair order must also include repair price information and an estimated completion date for the repairs, if required under the rule. The written description of the authorized repairs must be legible and clearly stated.

Repair Price Information

Under prior rules, before a shop started any repairs whose price might exceed \$25, the shop was required to provide a customer with a written statement of estimate alternatives or a firm written price quotation for the repairs unless the motor vehicle was brought to the shop without face-to-face contact between the customer and a shop representative. This rule keeps this current requirement, but raises the \$25 to \$50.

Prior rules specify the exact format in which the statement of estimate alternatives (or firm price quotation) must appear on

the repair order. Under this rule, as under the prior rules, the statement of estimate alternatives must read as follows:

"YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$_____.

3. I do not want an estimate.

"

Under the prior rules, the statement of estimate alternatives was required to appear on the repair order or on a separate document attached to the repair order. This rule retains that requirement and requires that if the estimate alternatives are provided on a separate document attached to the repair order, the document must include identification such as a repair order number which links the document to the specific repair order. The shop is required to maintain a copy of the signed estimate alternatives document in its records.

Under the prior rules, before a shop started any repairs whose price might exceed \$25, the shop was required to give the customer a written estimate if either of the following occurred: (1) the customer signed estimate alternative 1, or (2) there was face-to-face contact between the customer and a shop representative but the customer failed to sign any of the estimate alternatives. No estimate was required except in those cases.

This rule expands estimate requirements. Under this rule, before a shop starts any repairs whose price may exceed \$50, the shop must give the customer an estimate if any of the following occurs: (1) the customer signs estimate alternative 1, (2) there is face-to-face contact between the customer and a shop representative but the customer fails to sign any of the estimate alternatives, (3) the shop accepts any prepayment from the customer, or (4) the customer requests an estimate before the customer authorizes repairs.

If an estimate is required under this rule, the estimate may be given orally or in writing, but must always be recorded in writing on the repair order before the shop starts the repairs.

The shop must give the customer a copy of the written repair order (including the estimate) before starting the repairs unless there has been no face-to-face contact between the customer and a shop representative.

Under the prior rules, a shop could not charge for an estimate unless the charge constituted reasonable compensation for preliminary diagnostic work needed to make the estimate. This rule keeps this current limitation, and clarifies that the shop must disclose the estimate charge, if any, before beginning the preliminary diagnostic work.

Estimated Completion Date

Under prior rules, a shop was not required to provide a customer with an estimated completion date for repairs. Under this rule, a shop must give the customer an estimated completion date before starting any repairs for which prepayment of \$250 or more has been accepted by the shop. If an estimated completion date is required and the shop does not give the customer an estimated completion date, the rule provides that the estimated completion date is the date on which the vehicle is delivered to the shop for repair. The shop may give the estimated completion date by telephone, but must record it on the repair order. The shop must give the customer a copy of the written repair order (including the estimated completion date) before starting the repairs unless there has been no face-to-face contact between the customer and a shop representative.

Additional Authorization

Under prior rules, no shop could perform additional repairs, beyond those previously authorized, without getting customer authorization for those repairs. This rule expands the authorization requirement. Under this rule, before a shop starts any additional repairs, the shop must contact the customer by telephone or other means, describe the additional repairs, give the customer a price estimate for the repairs, and obtain the customer's authorization to proceed.

Under prior rules, if a shop had reason to believe that the price of repairs would exceed the shop's estimate, or would exceed the amount specified by the customer under estimate alternative 2, the shop was required to contact the customer by telephone or other means, provide the customer with a new estimate, and get the customer's authorization to proceed at the higher price. This rule keeps this requirement.

Under this rule, if the shop has reason to believe that repairs will not be completed by the estimated completion date, the shop

must contact the customer by telephone or other means, give the customer a new estimated completion date, and get the customer's authorization to proceed.

Under this rule, if the customer gives any additional authorization, the shop must record the additional authorization on the repair order or repair invoice. The record must include the date and time of the additional authorization; and the name of the person who gave the additional authorization; the additional repairs authorized, if any; the new repair estimate, if any; and the estimated completion date, if any.

Return of replaced parts

Under prior rules, a shop was required to return replaced parts to a customer if the customer requested them before the repairs were started. This rule keeps this requirement.

Under prior rules, before a shop started any repairs, the shop was required to notify a customer of the customer's right to the return of parts. (The prior requirement did not apply if there was no face-to-face contact between the shop and the customer.) Most shops comply with the notification requirement by including a written notice on the repair order. Under this rule, notice must be included on the repair order.

Under prior rules, if a shop was required to return parts to a manufacturer under a warranty or exchange agreement, the shop was not required to return those parts to a customer who requested them, provided that the customer was given an opportunity to inspect the parts when the motor vehicle was returned to the customer. This rule preserves this provision.

Repair Invoice

Under prior rules, the shop was required to provide the customer with an invoice for all repairs performed by the shop. The shop was required to provide the invoice to the customer before the shop returns the motor vehicle to the customer. Under the prior rules, the invoice was required to include all of the following:

- An itemized description of all labor, parts and merchandise supplied in connection with the repairs, including items supplied without cost under warranty. If units of time based on flat rate average time were stated on the invoice, the actual labor time was also required to be stated.
- The price for the repairs, stated as a total price or as separate total prices for parts and labor.

- If any used, rebuilt or reconditioned part was provided, the invoice was required to indicate that the part was used, rebuilt or reconditioned.
- If any item was warranted, that fact was required to be disclosed.

This rule retains these invoice requirements, and specifies that the invoice must also include the following:

- The name and address of the shop.
- The name and address of the customer.
- The date on which the repaired motor vehicle, component, part or accessory was tendered back to the customer.
- The model, make and license number of the motor vehicle if the motor vehicle has been in the shop's possession.
- The odometer reading when the motor vehicle was received by the shop, if the motor vehicle has been in the shop's possession.
- Notice that the customer is entitled to inspect or receive any parts or accessories replaced or removed by the shop.

Under prior rules, the invoice was required to specify the identity of each person who performed the repairs, including the name of any shop retained as a subcontractor. Under this rule, if the shop employs 10 or more repair personnel working in teams, the invoice may identify the team leader of the team that performed the repairs, rather than the individual repair personnel.

Under prior rules, a shop is required to provide every customer with a written statement disclosing that motor vehicle repairs are regulated by the department under this chapter. This disclosure was required to be made on the invoice or on a separate document provided to every customer. This rule updates the current disclosure requirement and requires that it be made on the invoice.

Prohibited practices

Prior rules prohibited a shop from engaging in the following prohibited practices:

- Knowingly underestimating the price of repairs, or the time required to complete the repairs.

- Knowingly misrepresenting that repairs are necessary, or that a customer's motor vehicle was in a dangerous condition.
- Misrepresenting that a repair had been made.
- Misrepresenting the terms of a warranty or service agreement.
- Failing or refusing to return a customer's motor vehicle because the customer declined to pay for unauthorized repairs or repair charges, provided the customer tendered payment of authorized charges for the authorized repairs.
- Altering a motor vehicle with intent to create a condition requiring repairs.
- Failing or refusing to honor a warranty or service agreement to which the shop was a party.
- Demanding or receiving payment for unauthorized repairs, or for repairs that have not been performed.
- Soliciting or accepting the waiver of any provision of this chapter, except as specifically authorized under this chapter.
- Making the performance of repairs contingent on the customer's waiver of any right under this chapter.

This rule preserves these prohibitions, but restates them in clarified form. This rule also prohibits a shop from making any motor vehicle repair warranty advertisement which is untrue, deceptive or misleading. This rule prohibits falsifying or destroying any record which the rule requires the shop to keep.

This rule eliminates, as overbroad, the prior rule which prohibited a shop from collecting for unnecessary repairs. Although this rule prohibits a shop from misrepresenting that repairs are necessary, it does not prohibit a shop from collecting for repairs that a customer wants and knowingly authorizes, even though the authorized repairs are not essential for safe or effective operation of the motor vehicle.

Repair Records

Under prior rules, every shop was required to keep copies of repair records including repair orders, invoices, payroll records for repair personnel, and invoices for motor vehicle parts purchased by the shop. Under prior rules, these records were required to be kept for at least 2 years. This rule preserves these recordkeeping requirements, except that it does not require

a shop to keep payroll records. Instead, this rule requires a shop to keep a record identifying all repair personnel who worked on each repair.

Fleet Waiver

Under prior rules, a customer owning or leasing a fleet of at least 4 motor vehicles could sign a blanket waiver which waived the rule's estimate requirements on repairs to that fleet of vehicles. This rule keeps the fleet waiver provision related to estimates, and also permits a fleet owner to waive certain other rights under this rule. A fleet waiver may be revoked at any time, at the fleet owner's discretion. No waiver is effective unless the waiver is signed voluntarily and with knowledge of its meaning.

1 SECTION 1. Chapter ATCP 132 is repealed and recreated to
2 read:

3 Chapter ATCP 132

4 MOTOR VEHICLE REPAIR

5 NOTE: This chapter is adopted under authority of s.
6 100.20(2), Stats., and is administered by the Wisconsin
7 department of agriculture, trade and consumer
8 protection. Violations of this chapter may be
9 prosecuted under s. 100.20(6), 100.26(3) or 100.26(6),
10 Stats. A person who suffers a monetary loss because of
11 a violation of this chapter may sue the violator
12 directly under s. 100.20(5), Stats., and may recover
13 twice the amount of the loss, together with costs and
14 reasonable attorneys fees.

15
16 ATCP 132.01 DEFINITIONS. As used in this chapter: (1)

17 "Accessory" means an item, such as a radio, audio system
18 component or cellular communications device, that is designed to
19 be attached to a motor vehicle and that is attached by cutting,
20 drilling, fastening with screws or bolts, establishing electrical
21 connections, or intruding into any existing component, part or
22 system in a motor vehicle.

23 (2) "Customer" means a natural person, corporation or

1 business entity that owns, operates or controls a motor vehicle
2 that is the subject of a repair transaction. "Customer" includes
3 a person who is authorized to act on the customer's behalf, or
4 who acts on the customer's behalf with the customer's apparent
5 authorization. "Customer" does not include a shop subcontracting
6 a repair to another shop.

7 (3) "Department" means the State of Wisconsin department of
8 agriculture, trade and consumer protection.

9 (4) "Estimate" means either of the following, but does not
10 include a firm price quotation under s. ATCP 132.04(3):

11 (a) An oral or written repair price estimate that a shop
12 representative gives to a customer, including any estimate
13 required under s. ATCP 132.04(4), 132.06(1)(a) or 132.06(2).

14 (b) The price specified by the customer under estimate
15 alternative number 2, as shown in s. ATCP 132.04(2).

16 (5) "Estimated completion date" means the estimated repair
17 completion date under s. ATCP 132.05 or, if no estimated
18 completion date is provided under s. ATCP 132.05, the date on
19 which the motor vehicle, component, part or accessory is
20 delivered to the shop for repair.

21 (6) "Firm price quotation" means a firm written price
22 quotation under s. ATCP 132.04(3).

23 (7) "Motor vehicle" means any motor vehicle as defined in
24 s. 340.01(35), Stats., and any motor home as defined in s.
25 340.01(33m), Stats., which is required to be registered with the
26 state of Wisconsin department of transportation under ch. 341,

1 Stats., or with an equivalent agency of another state, but does
2 not include any vehicle, except a motor home, whose
3 manufacturer's specified gross vehicle weight rating exceeds
4 16,000 lbs.

5 (8) "Repair" means any of the repair tasks identified under
6 sub. (12), but does not include any of the following:

7 (a) Repair tasks that a shop performs on its own motor
8 vehicle, or that a motor vehicle dealer performs in order to
9 prepare a new or used motor vehicle for sale by the dealer.

10 (b) Repair tasks that the sole proprietor of a shop
11 performs on a family member's motor vehicle.

12 (c) Towing a motor vehicle.

13 (d) Supplying motor fuel to a motor vehicle.

14 (e) Washing or waxing the exterior surface of a motor
15 vehicle, unless the washing and waxing is performed in
16 conjunction with another repair task under sub. (12).

17 (f) Cleaning the passenger compartment of a motor vehicle,
18 unless the cleaning is performed in conjunction with another
19 repair task under sub. (12).

20 (9) "Repair invoice" or "invoice" means a written repair
21 invoice under s. ATCP 132.08.

22 (10) "Repair order" means a written repair order under s.
23 ATCP 132.03.

24 (11) "Repair price" means the price that a shop charges to
25 a customer for a repair, exclusive of sales tax.

26 (12) "Repair task" includes any of the following:

1 (a) The diagnosis of any defect or malfunction in a motor
2 vehicle, or in a motor vehicle component, part or attached
3 accessory.

4 (b) The installation or removal of any motor vehicle
5 component, part or accessory.

6 (c) The improvement, adjustment, replacement, maintenance
7 or servicing of any motor vehicle component or part, regardless
8 of whether that component or part is attached to a motor vehicle
9 at the time of repair.

10 (d) The improvement, adjustment, replacement, maintenance
11 or servicing of any accessory that is attached to a motor vehicle
12 at the time of repair.

13 (e) Tasks related to the preparation of a repair estimate
14 or firm price quotation if the shop charges for preparing the
15 repair estimate or firm price quotation.

16 (13) "Shop" means any natural person, corporation,
17 partnership, or other business association or entity engaged in
18 the motor vehicle repair business, and includes all owners,
19 officers, employees and agents of the shop. "Shop" does not
20 include a shop that repairs motor vehicles only for a single
21 business or governmental entity, or for 2 or more entities that
22 are subject to common control.

23 (14) "Shop representative" means a person whom the shop has
24 authorized to do both of the following, or who does both of the
25 following with apparent authority from the shop:

26 (a) Accept custody of a motor vehicle from a customer.

1 (b) Obtain a repair authorization from a customer.

2 ATCP 132.02 REPAIR AUTHORIZATION. No shop may perform any
3 repair that has not been authorized by the customer. Before a
4 shop starts any repairs whose total price may exceed \$50, a shop
5 representative shall record the repair authorization on a written
6 repair order under s. ATCP 132.03.

7 NOTE: Customer authorization is required for all repairs,
8 including repairs under \$50 and repairs on vehicles
9 brought to the shop without face-to-face contact
10 between the customer and a shop representative.
11 Authorization may be given in person or by telephone,
12 or by any other form of communication between the
13 customer and the shop. Authorization to perform a
14 general repair implies authorization to perform the
15 specific repairs that are normally included in that
16 general repair. Merely reporting a problem or
17 malfunction does not, by itself, constitute
18 authorization to repair the problem or malfunction.
19

20 ATCP 132.03 WRITTEN REPAIR ORDER. (1) REQUIREMENT.

21 Before a shop starts any repairs whose total price may exceed
22 \$50.00, a shop representative shall prepare a written repair
23 order that clearly and legibly describes the repairs authorized
24 by the customer. The repair order shall be dated and signed by
25 the shop representative, and shall include all of the information
26 required under sub. (3).

27 (2) CUSTOMER COPY. Before a shop starts any repairs whose
28 total price may exceed \$50, a shop representative shall provide
29 the customer with a complete and accurate copy of the repair
30 order under sub. (1) for those repairs, except that a customer

1 copy is not required if there was no face-to-face contact between
2 the customer and a shop representative when the repairs were
3 authorized.

4 (3) REPAIR ORDER CONTENTS. A repair order under sub. (1)
5 shall include all of the following:

6 (a) The name and address of the shop.

7 (b) The name and address of the customer.

8 (c) The model, make and license number of the motor vehicle
9 if the motor vehicle is in the shop's possession.

10 (d) The repair price information required under s. ATCP
11 132.04, if any.

12 (e) The estimated date by which the repair will be
13 completed, if an estimated completion date is required under s.
14 ATCP 132.05.

15 (f) Notice that customer is entitled to inspect or receive
16 any components, parts or accessories replaced or removed by the
17 shop.

18 (g) A description of the repairs authorized by the
19 customer.

20 (h) The date the repair order is written.

21 (i) The signature of a shop representative.

22 ATCP 132.04 REPAIR PRICE INFORMATION. (1) ESTIMATE
23 ALTERNATIVES OR FIRM PRICE QUOTATION; SHOP'S CHOICE. Before a
24 shop starts any repairs whose total price may exceed \$50, a shop
25 representative shall provide the customer with a written
26 statement of estimate alternatives under sub. (2) or a firm price

1 quotation under sub. (3). This requirement does not apply if
2 there has been no face-to-face contact between the customer and a
3 shop representative.

4 (2) STATEMENT OF ESTIMATE ALTERNATIVES. (a) A statement of
5 estimate alternatives, if provided, shall be conspicuously
6 printed in the following form, either on the repair order or on a
7 separate document attached to the repair order:

8 "YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU
9 HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE
10 ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR
11 PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE
12 SELECTION.

13
14 1. I request an estimate in writing before you begin
15 repairs.

16
17
18 2. Please proceed with repairs, but call me before
19 continuing if the price will exceed \$____.

20
21
22 3. I do not want an estimate.
23
24

"

25 (b) If the statement of estimate alternatives under par. (a) is
26 printed on a separate document, rather than on the repair order,
27 the separate document shall include the repair order number or
28 other information which uniquely identifies the authorization
29 with the repair order. The shop shall keep a copy of the signed
30 authorization with its records.

31 (3) FIRM PRICE QUOTATION. (a) A firm price quotation, if
32 provided, shall be written on the repair order and shall be
33 accompanied by the following conspicuous statement on the repair
34 order:

1 **"THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED**
2 **IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5**
3 **DAYS."**
4

5 (b) A shop may not exceed the firm price quoted under par.
6 (a) for the specified repairs to the vehicle, component, part or
7 accessory, if the customer delivers that motor vehicle,
8 component, part or accessory to the shop within 5 days after the
9 date on which the firm price is quoted.

10 (c) Notwithstanding sub. (4), a shop is not required to
11 give a customer an estimate for repairs if the shop gives the
12 customer a firm price quotation under par. (a) for those repairs.

13 (4) ESTIMATE REQUIRED. If any of the following has
14 occurred, a shop representative shall give the customer an oral
15 or written estimate, and shall write that estimate on the repair
16 order before the shop starts any repairs whose total price may
17 exceed \$50:

18 (a) The customer has signed estimate alternative 1 under
19 sub. (2).

20 (b) There has been face-to-face contact between the
21 customer and a shop representative, but the customer has not
22 signed any of the estimate alternatives under sub. (2).

23 (c) The shop has accepted any prepayment from the customer.

24 (d) The customer has requested an estimate before
25 authorizing a repair under s. ATCP 132.02.

26 ATCP 132.05 ESTIMATED COMPLETION DATE. (a) Before a shop
27 starts any repairs for which the shop has accepted a prepayment
28 of \$250 or more, a shop representative shall give the customer an

1 oral or written estimate of the repair completion date and shall
2 record that estimated completion date on the repair order.

3 (b) If a shop is required to give an estimated completion
4 date under par. (a) but fails to do so, the estimated completion
5 date is the same date that the motor vehicle, component, part or
6 accessory is delivered to the shop for repair.

7 NOTE: If a shop is required to provide an estimated
8 completion date, the shop must record the estimated
9 completion date either on the repair order or on a
10 separate document attached to the repair order. If the
11 estimated completion date is recorded on a separate
12 document, the separate document shall include the
13 repair order number or other information which uniquely
14 identifies the document with the repair order.
15

16 ATCP 132.06 ADDITIONAL AUTHORIZATION. (1) ADDITIONAL
17 REPAIRS; AUTHORIZATION REQUIRED. (a) Before a shop starts any
18 additional repairs, beyond those previously authorized by the
19 customer, a shop representative shall contact the customer by
20 telephone or other means, and shall provide the customer with all
21 of the following:

- 22 1. A description of the proposed additional repairs.
- 23 2. A good faith estimate of the price for the proposed
24 additional repairs.
- 25 3. A good faith estimate of the total repair price,
26 including the previously authorized repairs and the additional
27 repairs.

28 (b) No shop may perform any additional repairs, beyond
29 those previously authorized by the customer, unless the customer
30 authorizes those additional repairs after receiving the

1 information required under par. (a). Authorization may be given
2 by telephone or other means.

3 (2) PRICE WILL EXCEED ESTIMATE; ADDITIONAL AUTHORIZATION.

4 If a shop has reason to believe that the price for any repairs
5 will exceed the estimate for those repairs, the shop may not
6 proceed with the repairs until a shop representative contacts the
7 customer by telephone or other means, provides the customer with
8 a new good faith estimate of the repair price, and obtains the
9 customer's authorization to proceed.

10 (3) REPAIRS WILL NOT BE COMPLETED BY ESTIMATED DATE;

11 ADDITIONAL AUTHORIZATION. If a shop has reason to believe that
12 repairs will not be completed by the estimated completion date
13 under s. ATCP 132.05, the shop may not proceed with repairs until
14 a shop representative contacts the customer by telephone or other
15 means, provides the customer with the shop's new estimated
16 completion date, and obtains the customer's authorization to
17 proceed.

18 (4) RECORDING ADDITIONAL AUTHORIZATION. (a) If a customer
19 gives additional authorization under sub. (1) to (3), the shop
20 representative shall record the additional authorization on the
21 repair order or repair invoice.

22 (b) The record under par. (a) shall include all of the
23 following:

24 1. The date and time of authorization.

25 2. The name of the person who gave the additional
26 authorization.

1 3. A description of the additional repairs authorized under
2 sub. (1), if any.

3 4. The new total price estimate provided under sub. (1)(a)3
4 or (2), if any.

5 5. The new estimated completion date under sub. (3), if
6 any.

7 NOTE: Additional authorization may be recorded on a
8 separate document and attached to the repair order or
9 invoice provided the separate document includes the
10 repair order number or other information which uniquely
11 identifies the document with the repair order or
12 invoice.

13 ATCP 132.07 REPLACED PARTS; RETURN OR INSPECTION. (1)

14 GENERAL REQUIREMENT. If a shop replaces or permanently removes
15 any components, parts or accessories from a customer's motor
16 vehicle as part of a repair, the shop shall return those
17 components, parts or accessories to the customer if, before the
18 shop starts the repair, the customer requests the return of those
19 components, parts or accessories.

20 (2) EXEMPTION. If a shop is required to return a replaced
21 component, part or accessory under a warranty or exchange
22 agreement, the shop need not return that component, part or
23 accessory to a requesting customer under sub. (1), provided the
24 shop makes the requested component, part or accessory available
25 for the customer's inspection before the shop returns the motor
26 vehicle to the customer.

27 ATCP 132.08 REPAIR INVOICE. A shop shall prepare an
28 invoice covering every repair made by the shop. The shop shall
29 provide the customer with a complete and accurate copy of the

1 repair invoice before the shop returns the customer's motor
2 vehicle to the customer. The repair invoice shall clearly and
3 conspicuously disclose all of the following:

4 (1) The name and address of the shop.

5 (2) The name and address of the customer.

6 (3) The date on which the repaired motor vehicle,
7 component, part or accessory is tendered back to the customer.

8 (4) The model, make and license number of the motor
9 vehicle, if the motor vehicle has been in the shop's possession.

10 (5) The odometer reading when the motor vehicle was
11 received by the shop, if the motor vehicle has been in the shop's
12 possession.

13 (6) The price for the repairs, stated as the total price or
14 as separate total prices for parts and labor.

15 (7) An itemized description of the labor, parts, components
16 and accessories supplied in connection with the repairs,
17 including items supplied without cost or at reduced cost because
18 of a shop or manufacturer's warranty. If units of labor time
19 based on flat rate average time are stated on the invoice, the
20 actual labor time shall also be stated.

21 (8) If any item under sub. (7) carries a warranty from the
22 shop or manufacturer, a statement or notation indicating that
23 fact.

24 (9) If any item under sub. (7) is used, rebuilt, recycled
25 or reconditioned, a statement or notation indicating that fact.

1 (10) The identity of each person performing the repairs,
2 including the name of any shop that performed all or part of the
3 repairs as a subcontractor. If a shop employs more than 10
4 repair personnel who work in teams, the repair invoice may
5 specify the name of the team leader whose team performed the
6 repairs, instead of the individuals who performed the repairs,
7 provided the shop keeps records indicating which team members
8 worked on each repair.

9 (11) The following statement, printed verbatim:

10 "Motor vehicle repair practices are regulated by
11 chapter ATCP 132, Wis. Adm. Code, administered by the
12 Bureau of Consumer Protection, Wisconsin Dept. of
13 Agriculture, Trade and Consumer Protection, P.O. Box
14 8911, Madison, Wisconsin 53708-8911."
15

16 ATCP 132.09 PROHIBITED PRACTICES. (1) No shop may
17 knowingly underestimate either of the following:

- 18 (a) The price of repairs.
- 19 (b) The time required to complete the repairs.
- 20 (2) No shop may misrepresent any of the following:
- 21 (a) That repairs are necessary for the safety or effective
22 operation of a motor vehicle.
- 23 (b) That a motor vehicle is in a dangerous condition.
- 24 (c) That failure to repair a motor vehicle will be harmful
25 to the motor vehicle.
- 26 (d) That a repair has been made.
- 27 (e) The terms of any warranty or service agreement.

1 (3) No shop may fail or refuse to return a customer's motor
2 vehicle to the customer because a customer declines to do either
3 of the following:

4 (a) Pay for unauthorized repairs, provided the customer
5 tenders payment, subject to par. (b), for the repairs that were
6 authorized and performed.

7 (b) Pay any repair charge that exceeds the shop's estimate
8 or firm price quotation for that repair, provided the customer
9 tenders payment of the charge estimated or quoted to the customer
10 when the customer authorized that repair.

11 (4) No shop may:

12 (a) Alter any person's motor vehicle with intent to create
13 a condition requiring repairs.

14 (b) Make any motor vehicle repair or warranty advertisement
15 which is untrue, deceptive or misleading.

16 (c) Fail or refuse to honor any warranty or service
17 agreement to which the shop is a party.

18 (d) Make the performance of repairs contingent upon the
19 customer's waiver of any right under this chapter.

20 (e) Demand or receive payment for unauthorized repairs, or
21 for repairs that have not been performed.

22 (f) Falsify or destroy any document or record required to
23 be produced or kept under this chapter.

24 (g) Charge or threaten to charge for preparing a repair
25 estimate or firm price quotation unless both of the following
26 apply:

1 1. The charge constitutes reasonable compensation for
2 preliminary diagnostic work that is reasonably required for the
3 shop to give the repair estimate or firm price quotation.

4 2. A shop representative discloses the charge, or the rate
5 at which the charge will be computed, before the shop starts any
6 diagnostic work for which a charge will be assessed.

7 ATCP 132.10 REPAIR RECORDS. (a) A shop shall keep all of
8 the following repair records:

9 1. The repair order and repair invoice for each repair,
10 including any additional authorization documents.

11 2. Records identifying the individual repair personnel who
12 worked on each repair.

13 3. Invoices for motor vehicle parts, components and
14 accessories purchased by the shop.

15 (b) Records under par. (a) shall be retained for at least 2
16 years, and shall be made available for inspection and copying by
17 the department upon request.

18 ATCP 132.11 WAIVERS. (1) A customer who owns or leases a
19 fleet of at least 4 motor vehicles may sign a written blanket
20 waiver which waives that customer's rights under ss. ATCP 132.04
21 to 132.06 in repair transactions involving those vehicles. A
22 waiver under this subsection may be revoked at any time, at the
23 discretion of the customer.

24 (2) Neither a fleet waiver under sub. (1) nor a customer's
25 choice of estimate alternative 3 under s. ATCP 132.04(2) is

1 effective unless the customer signs the waiver or estimate
2 alternative voluntarily and with knowledge of its meaning.

3 SECTION 2. The repeal and recreation of ch. ATCP 132 by
4 this order takes effect on January 1, 1995. Notwithstanding the
5 effective date of January 1, 1995, a shop may begin using forms
6 prescribed by ch. ATCP 132, as recreated by this order, at any
7 time after this order is published in the Wisconsin
8 administrative register. After the publication of this order,
9 the use of forms complying with ch. ATCP 132, as recreated by
10 this order, is not considered a violation of current ch. ATCP
11 132.

12

Dated this 16th day of November, 19 93.

STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

By *Alan T. Tracy*
Alan T. Tracy, Secretary

