

## **Consumer Protection Ordinance**

**Section 10-1-1.** - Merchant defined; posting of Commission signs by merchants.

(a) For the purposes of this Chapter, the following word shall have the meaning ascribed to it by this Section:

(1) *Merchant* shall mean any person, firm, corporation, or other legal entity located within Fairfax County engaged in the sale, advertisement, or repair of merchandise, or other services or activities directed toward the public.

(b) Every merchant as defined in this Section shall post, in a conspicuous place in that portion of his place of business or businesses normally used for transacting the purchase, sale, or exchange of services and/or merchandise, a sign containing notice of the existence of the Consumer Protection Commission, a brief statement of its availability to assist the consumer, and the Commission's name, address and telephone number. The Commission shall provide such signs to said merchants.

## **Automobile Repair Facilities Act**

§ 59.1-207.1. **Title of chapter.**

This chapter may be cited as the Automobile Repair Facilities Act.

§ 59.1-207.2. **Definitions.**

As used in this chapter:

1. "Motor vehicle" shall mean every vehicle which is self-propelled or designed for self-propulsion and every vehicle drawn by or designed to be drawn by a motor vehicle and includes every device in, upon or by which any property is or can be transported or drawn upon a highway, whether or not required to be licensed by the Commonwealth, but shall not include devices moved by human or animal power or devices used exclusively upon stationary rails or tracks. Nor shall it include those parts of a manufactured home which do not affect the ability of the manufactured home to be safely upon a highway.

2. "Person" shall include any natural person, firm, partnership, association or corporation.

3. "Automobile repair facility" shall mean any person who for profit diagnoses or corrects malfunctions of, or damage to, a motor vehicle.

§ 59.1-207.3. **Written estimate for repair work required upon request; charge in excess of estimate; conditions; display of sign required; limitations on liability for delay; exception.**

A. Upon request by a customer, prior to the commencement of any repair work on a motor vehicle for which a customer may be charged more than twenty-five dollars, every automobile

repair facility doing business in the Commonwealth shall provide the customer a written statement of (i) the estimated cost of labor necessary to complete the work, (ii) the estimated cost of parts necessary to complete work, (iii) a description of the problem or work as described or authorized by the customer, and (iv) the estimated completion time. An automobile repair facility shall have no obligation to provide such written statements prior to 10:00 a.m. or after 4:00 p.m. during a working day.

B. Where a written estimate is requested, no repair work on the motor vehicle may be undertaken, other than such diagnostic work as may be necessary for the preparation of an estimate, until the written estimate has been provided the customer and the customer has authorized the work, either in writing or orally, and no charge for repair work in excess of the written estimate by more than ten percent or, in the case of any motor vehicle which is at least twenty-five model years old, twenty percent or extension of the time for the work may be made unless the additional work represented by such excess charge or the time extension has been authorized, in writing or orally, by the customer.

C. An automobile repair facility may impose reasonable conditions for its obligations to provide written estimates to a customer, including the imposition of a reasonable fee for the preparation of a written estimate and related diagnostic work; provided that any such conditions shall be disclosed to the customer at the time of his request by writing or by sign conspicuously posted at the entrance of the automobile repair facility.

Each automobile repair facility shall display in a conspicuous place at any point where vehicles are normally received for repairs, a sign which states that:

1. The customer may receive a written estimate on request;
2. No repair work charge may exceed the written estimate by more than ten percent unless the additional work represented by the excess charge has been authorized by the customer;
3. Any conditions imposed by the automobile repair facility in providing written estimates, such as the limited hours when written estimates will be prepared or the amount of the reasonable fee charged for preparing a written estimate and for related diagnostic work;
4. The facility shall offer to return all replaced parts except warranty, core charge or trade-in parts required to be returned to a manufacturer or distributor; and
5. Any complaints can be made to the Virginia Office of Consumer Affairs.

The sign heading "Customer Rights" shall be in letters at least one and one-half inches high and the remaining print shall be in letters at least one-fourth inch high with spacing between letters, words and lines so as to be clearly legible.

D. An automobile repair facility shall not be liable for breach of the written estimated completion date for a repair if the delay is occasioned by (i) an act of God or (ii) an unexpected shortage of labor or parts or (iii) other causes beyond the control of the automobile repair facility.

E. Nothing in this section shall require an automobile repair facility to give a written estimate if the facility is unwilling to perform the requested repair work.

F. The provisions of this section shall not apply to the repair of any motor vehicle which is any car listed in the Official Judging Manual of the Antique Automobile Club of America.

**§ 59.1-207.4. Offer to return replaced parts required; customer's right to inspect parts.**

An automobile repair facility shall offer at the time the repair work is authorized to return to the customer any parts which are removed from the motor vehicle and replaced during the process of repair; provided that any part which is required to be returned to a manufacturer or distributor under a warranty agreement, trade-in agreement or core charge agreement for a reconditioned part need not be returned to the customer. If the customer wishes the return of replaced parts subject to core charge or other trade-in agreements, customer agrees to pay the facility the additional core charge or other trade-in fee. The customer retains the right to inspect requested returned parts even if custody is refused.

**§ 59.1-207.5:1. Sale or installation of motor vehicle glass; prohibited conduct.**

No person selling or engaged in the sale, installation, or replacement of motor vehicle glass shall advertise, promise to provide, or offer any coupon, credit, or rebate to pay all or part of an insurance deductible under a policy of motor vehicle insurance, as defined in § 38.2-124, unless such person charges no more than the prevailing market rate for such services.

**§ 59.1-207.6. Enforcement; penalties.**

Any violation of the provisions of this chapter shall constitute a prohibited practice pursuant to the provisions of § 59.1-200 and shall be subject to any and all of the enforcement provisions of Chapter 17 (§ 59.1-196 et seq.) of this title.