



Utah consumer protection law regarding transactions involving repairs, inspections and services for a supplier.

This rule of law is included in Utah's Consumer Sales Practices Act, Utah Administrative Code Rule 152 et seq.

R152-11-5. Repairs and Services.

A. It shall be a deceptive act or practice in connection with a consumer transaction involving repairs, inspections, or other similar services for a supplier to:

(1) Fail to obtain the consumer's express authorization for repairs, inspections, or other services. The authorization shall be obtained only after the supplier has clearly explained to the consumer the anticipated repairs, inspection or other services to be performed, the estimated charges for those repairs, inspections or other services, and the reasonably expected completion date of such repairs, inspection or other services to be performed, including any charge for re-assembly of any parts disassembled in regards to the providing of such estimate. For repairs, inspections or other services that exceed a value of \$50, a transcript or copy of the consumer's express authorization shall be provided to the consumer on or before the time that the consumer receives the initial billing or invoice for supplier's performance. This rule is in addition to the requirements of any other statute or rule;

(2) Fail to obtain the consumer's express authorization for additional, unforeseen, but necessary, repairs, inspections, or other services when those repairs, inspections, or other services amount to ten percent (10%) or more (excluding tax) of the original estimate. A transcript or copy of the consumer's express authorization shall be provided to the consumer on or before the time that the consumer receives the initial billing or invoice for supplier's performance. This rule is in addition to the requirements of any other statute or rule;

(3) Fail to re-assemble any parts disassembled for inspection unless the consumer is so advised, prior to acceptance for inspection by supplier that there will be a charge for re-assembly of the parts or that it is not possible to re-assemble such parts;

(4) Charge for repairs, inspections, or other services which have not been authorized by the consumer;

(5) In the case of an in-home service call where the consumer had initially contacted the supplier, to fail to disclose before the supplier's repairman goes to the consumer's residence that a service or diagnostic charge will be imposed, even though no repairs may be effected;

(6) Represent that repairs, inspections, or other services are necessary when such is not

the fact;

(7) Represent that repairs, inspections, or other services must be performed away from the consumer's residence when such is not the fact;

(8) Represent that repairs, inspections or other services have been made when such is not the fact;

(9) Represent that the goods being inspected or diagnosed are in a dangerous condition or that the consumer's continued use of them may be harmful to him when such is not the fact;

(10) Intentionally understate or misstate materially the estimated cost of repairs, inspections, or other services;

(11) Fail to provide the consumer with an itemized list of repairs, inspections, or other services performed and the reason for such repairs, inspections, or other services, including:

(a) A list of parts and a statement of whether they are new, used, rebuilt, or after market, and the cost thereof to the consumer; and

(b) The number of hours of labor charged, apportioned for each part, service or repair, and the name or other reasonable means of identification of the mechanic or repairman performing the service, provided, however, that the requirements of (b) shall be satisfied by the statement of a flat rate price if such repairs are customarily done and billed on a flat rate price basis and such has been previously disclosed to the consumer in writing.

(12) Fail to give reasonable written notice before repairs, inspections, or other services are provided, that replaced or repaired parts may be inspected or fail to allow the consumer to inspect replaced or repaired parts on request, unless:

(a) the parts are to be rebuilt or sold by the supplier and such intended reuse is made known to the consumer by written notice on the original estimate; or

(b) the parts are to be returned to the manufacturer or distributor under a written warranty agreement; or

(c) the parts are impractical to return to the consumer because of size, weight, or other similar factors; or

(d) the consumer waives the return of such parts in writing after repairs are completed and a total cost is presented.

(13) Fail to provide to the consumer a written, itemized receipt for any consumer commodities that are left with, or turned over to, the supplier for repairs, inspections, or other services. Such receipt shall include:

(a) The exact name and business address of the business entity (or person, if the entity is not a corporation or partnership) which will repair or service the consumer commodities.

(b) The name and signature of the person who actually takes the consumer commodities into custody.

(c) The name of any entity to whom such repairs, inspections, or other services are sublet including the address, phone number and a contact person at such entity.

(d) A description including make and model number or such other features as will reasonably identify the consumer commodities to be repaired or serviced.

B. It shall be a deceptive act or practice in connection with a consumer transaction involving all other services not covered under Section A for a supplier to:

(1) Intentionally understate or misstate the estimated cost of the services to be provided;

(2) Fail to obtain the consumer's express authorization prior to performing services that exceed a value of \$50;

(3) Fail to obtain the consumer's express authorization for any change orders, cost increases, or other amendments to the parties' contract;

(4) Fail to give the consumer written documentation containing the terms of any warranty made with respect to labor, services, products, or materials furnished;

(5) Misrepresent that the supplier has the particular license, bond, insurance, qualifications, or expertise that is related to the work to be performed;

(6) Misrepresent that the consumer's present equipment, material, product, home or a part thereof is dangerous or defective, or in need of repair or replacement;

(7) Fail to timely complete performance under the contract as represented unless the cause for the delay is beyond the supplier's control or the supplier obtains the consumer's express authorization to the supplier's delay;

(8) Wrongfully refuse to perform any obligation under a contract with the intent to induce the consumer to agree to pay a higher price than originally agreed to in the contract; or

(9) Misrepresent or mislead the consumer into believing that no obligation will be incurred because of the signing of any document, or that the consumer will be relieved of some or all obligations under a contract by the signing of any document.