German Auto Repairs — A Rocky Road

How to keep your car running without running up a ruinous repair bill...

by Joerg Moddelmog

Do you ever get the feeling you've been overcharged by an auto mechanic, or that the repair shop did not do their job right? Take heart! You don't have to be an automotive expert to keep repair costs under control or obtain the desired result, but you do need to know how car repairs are handled under German law. Read on.

If you take your car to a German repair shop and tell them "my car broke down; fix it," you practically give the repair shop a blank check. Instead, you should always place a written work order with the repair shop, stipulating precisely what you want repaired.

What if you don't know what's wrong with the car? In such a case you may want to ask the mechanic for an assessment of the situation and an estimate of the likely costs to fix the diagnosed problem.

However, beware of oral price quotations. Oral cost estimates are NOT enforceable the way written estimates are. They generally serve only to advise you of the approximate price range but impose no limit or cap on repair costs. Therefore, you should always ask for a written cost estimate, known in German as a *Kostenvoranschlag*. Generally, the repair shop charges a fair sum for such a written cost estimate (*e.g.*, €70) but will normally deduct this sum from the subsequent repair bill if you have the repair done by that same repair shop.

Under German law, even written cost estimates can be (and often are) exceeded by 15%. While the repair shop is supposed to try to keep repair costs within those quoted in the estimate, the law allows the costs to be exceeded without your consent as long as the deviation in price is not "substantial." Case law does not consider a 15% price increase as a substantial alteration of the estimate terms. Only higher deviations require your express consent.

What is the mechanic, who is responsible for the safety of a car, to do when he also discovers defective brakes, a worn-out clutch, loose steering, or a leaking transmission while performing your ordered repair on some other defect? In order to seek guidance, the mechanic must be able to reach you during the repair or else will be left to guess what's best in a given situation. So you should always provide a phone number where you can be contacted on the work order.

In the event that the mechanic does not complete the repair on time, you can give him - preferably in writing - a reasonable "last and final period" for fulfillment of the contract with the express warning that you will cancel the contract upon expiration of this adequate period of time (*e.g.*, four weeks) if the promised result is not achieved. If, thereafter, the mechanic still fails to deliver the promised result, you can demand the car back and do not need to pay the agreed price but must compensate the repair shop in the amount of the actual value of the rendered services (*e.g.*, labor costs, parts). Similar rules apply in case you decide to terminate the contract because the final bill exceeds the estimate of repair by more than 15%.

Beware that in the absence of a clearly expressed/documented reservation to the contrary, picking up the car generally constitutes acceptance of the repair. Furthermore, payment becomes due upon pick up, and the repair shop may legally refuse to release your car until the repair bill is paid in full. Finally, to avoid lengthy court proceedings, some repair shops agree to submit disputed repair bills to a settlement office for mediation.

If you are looking for more information on "Car Repair Rules in Germany," feel free to pick up our client handout by that title. If you have questions concerning your specific case, schedule an appointment with our German attorney by calling DSN 483-8848 or Civilian 0631-411-8848.