

Justice Department Will Keep 1963 Consent Decree

**SCRS/ABAC Legal Counsel
Play Vital Role**



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President's Message

Bob Amendola

*"We can throw stones, complain about them,
stumble on them, climb over them,
or build with them" - William Arthur Ward*

In our virtual seminar Ashley walked us through how to file a complaint with the Department of Insurance (DOI) online using their portal. If you



have filed a complaint or assisted a customer in filing a complaint then you may or may not have experienced some of the frustration associated with it. Aside from an uptick in violations and unethical practices, we have experienced a lack of enforcement or adequate consequences for violations.

Unfortunately, this is nothing new. We have met with DOI representatives countless times and the response we have repeatedly received is that they aren't receiving many violations at all.

Therefore, they informed us that they need sufficient data in order for them to do anything. Which means... **we**

need more people reporting violations as they occur.

Considering the lack of confidence in the system (understandably so), we have created our own independent complaint form to help gather the necessary data. Our "ABAC Complaint Form" was emailed to you and is also included on page 5 of this edition of the ABAC News.

While I still encourage you to help your customers file complaints with the DOI for any specific or time sensitive issues, the purpose of our complaint form is to collect the sorely needed data.

To use this form, simply have your customer check off any and every violation that applies, provide their information and sign it. Once completed, simply email it to Heather at the email address listed. Instead of leaving it up to the customer, I ask that you help them fill it out and then email it to Heather for them.

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Doing so will ensure that they get done. The more complaints we receive the more data we have and in turn the better chances we have of demanding action.

Instead of complaining about the injustices occurring, now is the time to lean in together and use them as building blocks to demand action.

As always, please do not hesitate to contact me with any questions, concerns or ideas you have.

All the best,

Bob

Bob Amendola

Autoworks of Westville - New Haven
President - Auto Body Association of Connecticut



**AUTO BODY
ASSOCIATION
OF CONNECTICUT**

**Unity is Strength
Knowledge is Power
Attitude is Everything**



Auto Body Association of Connecticut

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"Pulling together for a better future"

For Immediate Release

10/15/20

RE: Violations & Unethical Claims Practices

Due to the unprecedented level of bad faith claims practices and violations by insurers throughout the state, the Auto Body Association of Connecticut (ABAC) Board of Directors have been in contact with both the Department of Insurance and Attorney General to address these concerns. In an effort to gather accurate statistics regarding these violations, we have created a new independent complaint form. While this form is not a replacement for the standard DOI complaint, it is imperative for our efforts of demanding enforcement and regulation moving forward. We recognize the lack of enforcement coupled with the uptick in violations has caused further mistreatment for Connecticut consumers and repair shops alike. In order for us to address these injustices, we need to provide factual data. Therefore, I ask that you please encourage and assist your customers in completing this form whenever appropriate. We will use the complaints we receive to address these consumer concerns during our upcoming meetings with the DOI and Attorney General.

Aside from completing these complaint forms, I still encourage you to assist your customers in filing the standard DOI complaints as needed for more specific or time sensitive situations.

Please encourage your customers to share their experience whenever possible. Should you have any questions, please do not hesitate to contact me directly.

Thank you,

A stylized, handwritten signature in black ink that reads "Bob".

Bob Amendola, President



www.abacomm.org

Auto Body Association of Connecticut

104 Cheshire Road · Prospect, CT 06712
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“Pulling together for a better future “

As a Connecticut consumer, I wanted to bring to your attention the issues that I experienced from the insurance company responsible for indemnifying me for the loss I incurred after a motor vehicle accident. I hope that sharing my experience will help protect fellow Connecticut motorists in the future.

By signing this form I give the Auto Body Association of Connecticut authorization to share this information with the Connecticut Department of Insurance on my behalf, and further give the ABAC my express permission to publish the details of this matter however it sees fit.

I experienced the following issue(s) from the insurance company during the course of my claim:

(Please check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> The insurance company used language that attempted to steer me to their preferred collision center. | <input type="checkbox"/> The insurance company refused to indemnify me for manufacturer required scans to detect any issues pre repair and ensure that all systems are operating properly post repair. |
| <input type="checkbox"/> The insurance company used tactics to delay my claim which punished me for not using their preferred collision repair shop. | <input type="checkbox"/> I had to pay out of my pocket in order to properly repair my vehicle back to pre-loss condition. |
| <input type="checkbox"/> The insurance company refused to inspect my vehicle in person and insisted I had to submit photos for a virtual estimate. | <input type="checkbox"/> The insurance company undervalued my vehicle when settling the total loss claim. |
| <input type="checkbox"/> The insurance company refused to indemnify me for safe and necessary OEM (Original Equipment Manufacturer) repair methods by ignoring and refusing to reimburse for procedures that the manufacturer of my car deemed necessary for a safe repair. | <input type="checkbox"/> The insurance company unfairly deemed my repairable vehicle a total loss. |
| <input type="checkbox"/> The insurance company refused to honor the rental car coverage limit in my policy. | <input type="checkbox"/> The insurance company refused to properly indemnify me from charges due to the collision facility associated with my total loss. |
| | <input type="checkbox"/> The insurance company abandoned my vehicle at the collision facility. |

Signature: _____

Name: _____

Phone: _____

Email: _____

Address: _____

Insurance Co: _____

Claim No: _____

Please email this
complaint directly to:

abacadmin.heather@gmail.com



SCRS: Justice Dept. will keep 1963 Consent Decree



As you read the following results of the initiative to preserve the 1963 Consent Decree, we would be remiss if we didn't thank our legal counsel John M. Parese of Buckley, Wynn & Parese Law Office for all of his dedication and hard work for the success of the outcome. As John said, "This is a big victory for the industry and the ABAC. So much work went into this. A bi-partisan agreement on this issue at this time in the history of the country is a big deal." We are extremely fortunate to have an individual such as John Parese as our Legal Counsel.

The Society of Collision Repair Specialists on Thursday announced the 1963 Consent Decree against auto insurers will remain on the books, despite the Department of Justice's initial proposal to terminate it.

SCRS wrote in a news release it had "received assurances from contacts in the US Department of Justice (DOJ) and Senate Judiciary Committee that the agreement ... will be maintained, and the inquiry into the judgment is concluded and there are no plans to terminate the agreement."

The Department in Justice in 2019 proposed terminating the 1963 Southern District of New York settlement in *U.S. v. Association of Casualty and Surety Companies, et al* as part of a 2018 initiative to eliminate some of the nearly 1,300 "legacy" antitrust judgments enacted without sunset dates since the 1890s. Starting in 1979, the government's policy has been to include an automatic end date — usually 10 years — regarding antitrust judgments.

Just last week, the DOJ announced it had successfully petitioned a court to kill the historic Paramount Consent Decree against film studios. The agency said it has ended nearly 800 of the "perpetual decrees" to date.

SCRS said the 1963 Consent Decree "became one of the two most-commented-on Decrees of the 1300 proposed for termination."

"Preserving the document and maintaining the status quo was always the objective," SCRS Chairman Brett Bailey (A&B) said in a statement. "What we found in the process was a shining example of policymakers and representatives who listened intently to the concerns of our industry and our consumers. We are grateful to the Justice Department for their thorough approach, and thoughtful deliberation, and to those Members of Congress that stood as champions to maintain consumer protections. Our membership and the consumers they serve are in debt to the display of leadership. It is also the perfect example of the work that SCRS does in the background to be the voice of the collision repairer that positively impacts every business. There are countless reasons that collision repair businesses should be members of SCRS, and stepping up to this type of advocacy work for the industry is certainly one of them."

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SCRS cited numerous congressional leaders who'd helped push to save the decree. It highlighted Sens. Richard Blumenthal, D-Conn., and John Kennedy, R-La., and U.S. Rep. Mike Johnson, R-La., as the first in Congress to send letters advocating against termination. Blumenthal's early public criticism of the proposal prompted the DOJ to extend the comment period on the document. SCRS said other "letters of significant support" came from Sen. Bill Cassidy, R-La., and U.S. Reps. Robert Woodall, R-Ga.; Ralph Norman, R-S.C.; Jeff Duncan, R-S.C.; Trent Kelly, R-Miss.; Robert Wittman, R-Va.; Ralph Abraham, R-La.; and Garret Graves, R-La. It said "many other supportive offices" called the DOJ too.

"SCRS swiftly went to work for our industry, and leveraged our partners Chris Johnsen at Jones Walker and Mike Tongour of the TCH Group to address the historical significance of the document, the continued modern day merits and it's overarching benefit to consumers," Executive Director Aaron Schulenburg said in a statement. "The agreement between the insurance industry and the US government was to forever refrain from practices that were established as anti-competitive means of steering, price fixing and depressing and controlling automobile material damage repair costs. Alongside the excellent grassroots response from our membership, SCRS and our representatives effectively communicated the very real concern that a rollback of the agreement would further embolden those prohibited behaviors to the detriment of the motoring public."

SCRS said it also conducted "fly-ins" so the lawmakers could hear from auto body shop owners in their districts and from subject matter experts. According to the 1963 complaint settled by the decree, insurers were alleged to have since about 1947 "engaged in a combination and conspiracy in unreasonable restraint of the aforesaid trade and commerce in the adjustment and settlement of automobile property insurance claims, the automobile material damage appraisal business and the automobile damage repair business, in violation of Sections 1 and 3 of the Sherman Act. ...

"The aforesaid combination and conspiracy has consisted of a continuing agreement and concert of action among the defendants and co-conspirators to eliminate competition among member companies in the adjustment and settlement of automobile property insurance claims, among appraisers and among repair shops, in order to control and depress automobile material damage repair costs through boycott, coercion and intimidation of repair shops."

Under the terms of the 1963 settlement, no wrongdoing was acknowledged by the signatory insurance trade groups nor alleged by the DOJ. Signers included the Association of Casualty and Surety Companies, American Mutual Insurance Alliance and National Association of Mutual Casualty Companies. The decree bound the three trade groups and their "officers, directors, agents, servants, employees, committees, successors and assigns, and upon all other persons in active concert or participation with any defendant who shall have received actual notice of this Final Judgment by personal service or otherwise."

The American Mutual Insurance Alliance became the Alliance of American Insurers in 1977, which then merged into the Property Casualty Insurers Association of America. The Association of Casualty and Surety Companies later was merged into the American Insurance Association, which merged with the PCIAA to create today's American Property Casualty Insurance Association.

Source: www.RepairerDrivenNews.com - Article by [John Huetter](#) - Parese Insert - ABAC News

VeriFacts Automotive Launches New EV Ready Education Program to Provide Hybrid and Electric Vehicle Repair Guidance to Collision Repair Facilities

VeriFacts Member Randy Serkey, Owner of A&R Auto Body in Connecticut First to Earn VeriFacts Automotive EV Ready Remote Verification



Are you ready to repair hybrid and electric vehicles? Does your staff know the safety precautions to take during the repair process? Do you have the right tools and equipment for these vehicles? If you aren't planning for how you will address these repairs today, you'll likely be playing catch-up or unable to take some jobs as these vehicles flood the marketplace in the coming year.

To help its collision repair facilities customers prepare for hybrid and electric vehicle repairs, VeriFacts Automotive launched the **VeriFacts Academy 2020** virtual collision repair classroom, which features the new **Hybrid/Electric Vehicle Essentials Course** as one of its' first learning modules. Through this course, collision repair professionals can gain knowledge of the safety protocols and repair processes for hybrid and electric vehicles. VeriFacts Automotive also introduced a new **VeriFacts Automotive EV Ready Remote Verification** program through which its collision repair coaching customers can earn recognition that their team is prepared to repair hybrid and electric vehicles.

Collision Repair Professionals Say HEV/BEV Readiness Is Critical ... and the Right Thing to Do

As people return to the road for work, vacation and daily life, the ability to safely repair these HEV/BEV cars will be critical and is the right thing to do from an environmental perspective.

"It's an honor to be the first collision repair facility in the VeriFacts network to earn our HEV/BEV Ready remote verification," said Randy Serkey, owner of A&R Auto Body. "I'm a believer in hybrid vehicles, and I've had once since 2004. Today, I have a Hyundai Kona. I love the mileage and economics, and it's the right thing to do for the environment.



"That's why we pursued our HEV/BEV collision repair readiness verification from VeriFacts Automotive – it's imperative to responsibly and accurately repair these unique vehicles," he added. "We sent four team members through the VeriFacts Automotive Hybrid/Electric Vehicle Essentials Course to obtain our verification. This — along with our OEM certifications — prepares us for the growth of HEV/BEV vehicles in our market and makes us the preferred repair partner for local dealerships and vehicle owners."

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The “green” approach to vehicle repair is a key component of Serkey’s business strategy.

“Green is lean, and that’s good for business,” he noted. “We’ve updated our equipment and our lighting to be more energy efficient, we spray with nitrogen to reduce overspray and paint waste and have a central vacuum system to decrease dust and improve air quality. Becoming HEV/BEV collision repair ready through VeriFacts Automotive complements this strategy and furthers our efforts to be better environmental citizens.”

Electric Vehicles Continue to Grow

Electric and hybrid vehicles passed the one million total sales mark in 2018, and the trend toward hybrid electric vehicles (HEV) and battery electric vehicles (BEV) will continue. The number of EVs on U.S. roads is projected to reach 18.7 million in 2030. This is about 7 percent of the 259 million vehicles (cars and light trucks) expected to be on U.S. roads in 2030. (Source: Edison Electric Institute).

“The trend toward hybrid and electric vehicles will continue, and we will see more and more of these vehicles in collision repair facilities,” said Farzam Afshar, CEO of VeriFacts Automotive. “The repair process is much different when you have a very large powerful battery at the core of the vehicle. If you don’t have the proper training, equipment and repair processes in place, it can be very dangerous to any team member interacting with the vehicle. We want to help ensure that anyone who works on these vehicles is educated about the essentials of electric vehicles and ready to safely repair them.”

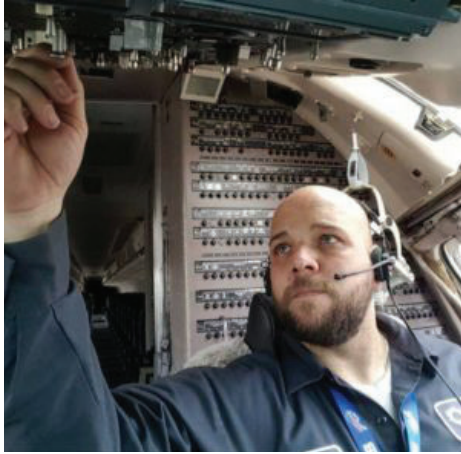
This need for safety awareness led VeriFacts Academy to launch the special educational course for its customers on HEV/BEV repair preparation. This special Hybrid/Electric Vehicle Essentials Course is offered by the VeriFacts Academy 2020 virtual classroom through the new Learning Management System (LMS). This course is designed to complement the OEM repair standards for specific makes and models.

“Becoming a verified repair professional for electric vehicles provides you a competitive advantage in your marketplace and offers your customers assurance that their vehicle will be repaired safely,” said Farzam Afshar, CEO of VeriFacts Automotive. “We are excited to launch the 2020 VeriFacts Academy with this course for our valued VeriFacts customers. And, it helps our customers ensure that consumers receive a complete, safe and total repair on their damaged vehicle.”

The VeriFacts Automotive HEV/BEV Ready Remote Verification also helps collision repair shops meet unique insurance carriers’ needs for specialized services for these vehicles and can provide them preferred repair partner status.



Airplane tech shares story of refusing to repair replace-only part with collision audience



An aircraft repairer last month recounted to a VeriFacts Guild 21 call an experience refusing to comply with a request to invent a repair procedure.

It's a good reminder from another transportation industry for repairers to do what's right.

An Aug. 13 webinar by aviation and power plant technician Jeff Al-Mufleh examined the aircraft repair business, sometimes in relation to aspects of the collision repair industry.

"It's a life (at stake)," Al-Mufleh noted of repairs on either mode of transportation.

Moderator George Avery (Avery Knows) asked if Al-Mufleh ever refused a repair job over a request to perform it in a certain way.

Al-Mufleh showed an image of a gold insulation bag which had been contaminated when hydraulic fluid leaked upon it. He was told to cut them open and restuff them with fresh material.

Al-Mufleh described his industry taking manufacturer repair procedures extremely seriously. In this case, a procedure existed to fix a rip in the bag — "I could do that all day long" — but nothing addressed replacement of the insulation. You'd need to buy a new bag of insulation, Al-Mufleh said.

He said he told the other party he had no guide to replace the material. He was told, "Just do it" using the bag repair instruction as a reference.

Al-Mufleh refused. The company ultimately purchased new insulation bags, for "that's the right thing to do."

In fact, the owner of the airline later took the mechanic aside and thanked him, for even though it cost more, "we did it the right way," Al-Mufleh said.

"There's a thing called integrity," Al-Mufleh said. "... I want to sleep at night." He wanted to know he did things correctly, and "I can't get in trouble" for following the proper method.

Al-Mufleh would also have to sign off on the work in the documentation. "You're married to that thing," Avery said, and Al-Mufleh agreed.

Asked about the concept of a second opinion, Al-Mufleh said it wasn't very realistic. It would cost you more than the work to tear down the plane and ship it to another facility, he said. He said his company signs multi-year contracts with plane owners.

It's also OK for a repair to exceed an estimated time. Al-Mufleh also at one point showed a copy of a work order with an estimated and approved number of hours (8 hours in both cases). If the work took 12 hours, "it took you twelve," he said. The repairer would get the job done right, he said. However, he did note that aircraft repairer might even out the time by taking less time than expected on another task.

Source: www.RepairerDrivenNews.com

Auto insurer refusals on storage might overlook their own duty to protect clauses



Is the insurer giving your customer grief about reasonable storage charges related to their vehicle's time in your auto body shop?

The customer's incurral of those charges might actually have been approved by their policy — and even might be doing the insurer a favor — a state collision repair trade group pointed out last month.

Alliance of Automotive Service Providers of New Jersey Executive Director Charles Bryant on Aug. 19 recalled a recent situation where a body shop received a wreck. The insurer insisted the repairer send in pictures of the vehicle. While the shop normally wouldn't perform that work, it made an exception given the COVID-19 coronavirus pandemic.

The repairer wrote a sheet for \$8,000, while the insurer produced one for \$1,300, declaring it all they could justify from the photos, Bryant said during a virtual town hall meeting. Fine, the auto body shop said: Come out and inspect it in person to see the damage.

The insurer asked for more photos, and the shop complied and received an inadequate supplement. This cycle repeated itself — “supplement after supplement after supplement” — for about 3.5 weeks until the insurer declared the vehicle a total, Bryant said.

The shop billed for storage for the three weeks of “jerk[ing] me around.” The insurer refused to pay anything before the date they declared the car a total.

“It became a total loss when the two cars hit each other head-on in the middle of the street,” Bryant said. It has nothing to do with the date of the last estimate, for the car had experienced no additional damage between the crash and then.

“It didn't get hit again when it got to the shop,” Bryant said. The vehicle was a “total loss from the beginning.”

The insurer “played the picture game” repeatedly, he said.

If a storage issue like this happens, the repairer, customer and insurer might wish to review the car's policy. Typically, there's a “duty to protect” concept housed within New Jersey contracts, according to Bryant.

Bryant provided us a copy of language from a New Jersey policy for No. 1 insurer State Farm:

When there is a loss, you or the owner of the covered vehicle must:

a. protect the covered vehicle from additional damage. We will pay any reasonable expense incurred to do so that is reported to us; (Emphasis removed.)

But it's not just State Farm, and it's not just New Jersey.

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A Nevada policy from No. 2 GEICO states:

In the event of loss the insured will:

... Protect the auto, whether or not the loss is covered by this policy. Further loss due to the insured's failure to protect the auto will not be covered. Reasonable expenses incurred for this protection will be paid by us. (Emphasis removed.)

And a Missouri policy from No. 3 Progressive states:

A person seeking coverage must:

... take reasonable steps after a loss to protect the covered auto, or any other vehicle for which coverage is sought, from further loss. We will pay reasonable expenses incurred in providing that protection. If failure to provide such protection results in further loss, any additional damages will not be covered under this policy. (Emphasis removed.)

Bryant noted that his state's Department of Banking and Insurance even tells customers to protect the car for the insurer.

An agency FAQ for first-party claimants states.

2. What must I do after a loss?

... Protect your vehicle from further damage. If you don't do this, your insurer could refuse to pay for any subsequent damage. For example, if you don't cover a broken windshield and rain damages the upholstery, your company could refuse to pay for the damaged upholstery.

It gives similar direction to third-party claimants, instructing them to:

Protect your vehicle from further damage and limit your losses. If you don't, the insurer could refuse to pay for any subsequent damage. For example, if your vehicle's fender is damaged in an accident that causes it to rub against the tire, you have an obligation to make emergency repairs to the fender so no further damage will result to the tire. It is important to save all receipts for any emergency repairs as these can be submitted later to the company as part of your claim.

Bryant said it's "real, real clear" from the duty to protect provision that the New Jersey insurer must pay the charges for storage.

Bryant noted that everyone looked at storage in the context of a total loss. But storage could also accrue while waiting on an insurer to act for a repair, according to Bryant.

He quoted the 1974 New Jersey Superior Court decision in *State Farm v. Toro*., emphasizing an reference to a "repair." The relevant passage states:

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Many policies of automobile insurance obviate the need to resort to a common-law damage formula by including a "protection of salvage" or "duty to protect" clause, under which any act of the insured in recovering, saving and preserving the property, in case of loss or damage, shall be considered as done for the benefit of all concerned, and all reasonable expenses thus incurred constitute a claim under the policy. Under such a provision towing and storage charges have uniformly been held to be recoverable. The towing and storage charges herein sought would have been covered by the "duty to protect" clause contained in the general section of the State Farm policy but for the fact that the insured was involved in an accident with an uninsured motorist.

In the absence of a "duty to protect" clause applicable to the uninsured motorist endorsement the court considers the towing and storage charges to have been naturally and proximately caused by the accident under the rule of Hintz v. Roberts, supra. They are damages which the insured is "legally entitled to recover." It is highly foreseeable that the owner of a damaged vehicle will have to tow it from the scene of an accident and store it at some location to await repair. Policy exclusions notwithstanding, an insured is entitled as part of his property damage claim to reimbursement of the expenses incurred in protecting his insurer against further property loss and safeguarding the damaged vehicle by application of general principles of law. A tortfeasor (third-party claimant), as well, would expect his victim to take reasonable measures to safeguard damaged property.

Insurers in New Jersey also have to also give three working days before stopping storage on the consumer, Bryant said. Bryant said this must take the form of a "written notice" and be placed in the claim file.

"If your vehicle is not drivable after an accident and is towed to a storage facility, the storage facility will charge you a daily storage fee," the DOI's first-party FAQ states. "Your insurance company must give you 3 working days notice before they stop paying for storage charges in order to give you time to move the vehicle to someplace where you won't incur storage charges."

The third-party FAQ echoes this: "You may be charged a storage fee by an auto body shop or a storage facility. The insurance company must give you 3 working days' notice before they stop paying for storage."

The National Association of Insurance Commissioners model regulation also contains similar guidance:

The insurer shall provide reasonable notice to an insured prior to termination of payment for automobile storage charges and documentation of the denial as required by Section 4. Such insurer shall provide reasonable time for the insured to remove the vehicle from storage prior to the termination of payment.

An New Jersey insurer also can't just send a pre-emptive stop storage letter without looking at the car, according to Bryant. The policy says they have to pay storage, and if they eventually own the salvage, then "you're protecting them," he said.

All that said, shops in New Jersey and beyond who do charge storage should make sure they review state laws and regulations related to the practice. For example, New Jersey Administrative Code 13:21-21.14 does demand all storage charges be communicated to a customer upfront.

"Every auto body repair facility that charges a fee to store a motor vehicle on its premises shall disclose in writing, as soon as practicable, the amount of such storage charge to the customer on a per diem basis," the rule states. "Written notice of such storage charges shall be included in the repair authorization."

Source: www.RepairerDrivenNews.com

UNDERSTANDING THE INTERCONNECTEDNESS OF STEERING ANGLE SENSORS

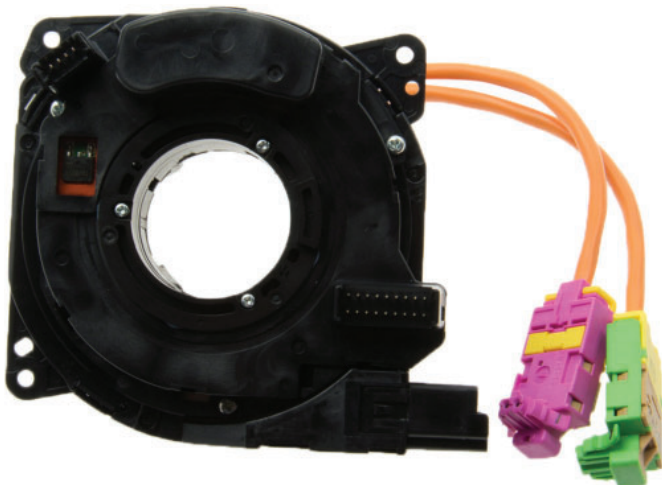


I, at times, envy someone just entering our field. Whether they know it or not, it may be beneficial to have all of this technology we currently experience presented to them from day one. Those of us, on the other hand, that have been at it for some time find ourselves learning or relearning what we don't or thought we knew. Today's electronic safety-related systems make it a better world for all. Like most everything else automotive it has been a bit of an evolution to get to this point. I don't regret not having them in the mid 80's learning to drive in muscle cars that were 20 plus years old back then.

I'm proud to say power brakes were an exciting upgrade to have! I'm pretty sure our style of driving on the back roads of rural Kentucky would have confused sensors to the point of quitting and walking away from the cars if they were able. You can think of real-life "Dukes of Hazzard" if you need a visual reference. I suppose it was divine intervention that allowed me to be here today. Young and old today benefit from the systems in place currently and there is no doubt countless lives have been saved. That notion goes to the importance of these systems and one, in particular, we will dig deeper into. Before we do, I need to set the stage as to why we must know more than just the basics of a component or system.

I'm the first to admit there is no one that I have met that is an expert on all subjects related to automotive collision repair. It's critically important in today's evolution of vehicles to swallow the "pill of humility" and broaden our thought process. Myself included. It's one of the best ways to stay current. Once you realize that you don't know everything, learning becomes a lot easier. It's even more enjoyable when you conclude that it's an ongoing process for us in this field. It's not to say all of our years of experience are irrelevant, they most certainly are not. It's just that we need to keep learning new things about what we may already "know."

There are times when we know a little about a subject and that amount of knowledge will suffice. Steering angle sensors maybe just one of those topics for most. I'm going to go further in-depth on what they are and what function they perform. It's always useful to have as much understanding of various systems as practicable. I hope you will use this subject in particular to reinforce the need for an open mind and continuing education. I'm going to climb down from my "continuing education" soapbox and prove why it's important to learn more about a topic than just the basics.



It may be that you're familiar with steering angle sensors, or SAS as they are commonly referred to, in that you know it must be calibrated in certain scenarios. The SAS is just one of many components that exist in an ESC (electronic stability control) system. Keep in mind ESC was mandated some years back so it's a system that is no longer optional but required. That means that before too long virtually every vehicle in your shop will be equipped with it. Now that we know it is here to stay let's look at what the SAS does and how it relates to other systems as well.

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The function of the sensor is to measure the steering wheel position angle and the rate of turn. More simply put it may determine where the front wheels are pointed. They are typically located in the steering column and work in conjunction with the ADAS systems on today's vehicles. It may affect lane keep assist, blind-spot detection, and possibly more. It may be that the system has more than one sensor in the cluster located in the column. The reason for more than one sensor may be related to redundancy within the system and/or to confirm data.

The ESC module may require two separate signals to confirm the data. Different types of sensors may send data through low voltage outputs as the steering wheel is turned or they may be a digital type using LED light with a shutter/optic sensor measuring the amount of light emitted in relation to the position of the steering wheel. Locations and types vary by manufacturer. One example of location may be that near the clockspring or sometimes called the spiral cable assembly. This different nomenclature and location support the need to keep an open mind when it comes to the particular manufacturer and model of vehicle your working on. What it was called and where it was located last week could be wholly different this week depending on the vehicle.

The most common way a shop will encounter steering angle sensors is related to an operation that requires the SAS to be calibrated. It may be necessary due to changing or removing certain parts that can affect its operation. Typically they will need to be calibrated due to a wheel alignment as well. More on "when" it's necessary will be covered later.

So now that we understand calibrations to this system are common as the frequency of these systems has increased in the vehicles we have in the shop and will continue to grow as time passes, it's as important to know "why" we are calibrating more often. If any of the systems within the ADAS family are not calibrated or if they are incorrectly calibrated they may not perform correctly. It's critically important to be mindful of what operations are being performed during the repair process so that all necessary calibrations will be performed at the end of the process. Technicians and estimators/repair planners must strive to include all related operations in the initial phase. You must ask yourself "if I do this, does that mean I will need to do that as well?". This, once again, goes to the open mind thought process.

The next logical question is when should a SAS need to be calibrated or relearned as its sometimes referred to? We would assume the most common occurrence would be during a wheel alignment, but there may be other instances as well. Some of the conditions may be when a battery has been disconnected, the SAS connector has been unplugged such as when a steering column has been removed to be measured for the proper length following a collision or other reasons called out by the vehicle manufacture.

There is also the possibility the system may not be able to be calibrated or relearned if an associated system is not functioning properly. It is here where we need to broaden our scope when thinking about calibrations of all types. It is important to remember that most often several systems work in conjunction with each other and there may be several reasons that contribute to calibration needs. SAS may work with the yaw, wheel speed, and accelerometer sensors just to name a few. All of the information gathered from these systems may combine to alert the SCS of the intentions of the driver or monitor what is going on currently with the vehicle as it is being driven. It may be that this information is assessed to give the ABS a "guideline" to act if needed. I hope this paints a picture of how important these systems are when it's related to safety.

Now that we understand steering angle sensors are a big part of an even bigger system we can go over the possible ways calibrations may take place.

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Just as there are several different reasons a SAS may need to be calibrated there may also be several ways in which that calibration will be performed.

Scan tools are commonly used for many functions in today's collision repair facilities and may very well be a part of the calibration process. The vehicle manufacturer may have a static, dynamic, or combination of both processes. As always it is paramount to follow the OEM guidelines when performing these procedures. The process of calibrating the sensor may also calibrate other sensors at the same time. This goes to the earlier point of different systems working in concert with each other. Calibration with a scan tool may require the vehicle to driven a short distance during the process or there may be other steps that take place in conjunction with the communication phase. It may be there is a calibration process that does not require the use of a scan tool.

In conclusion, we can see that there is a lot more than meets the eye when it comes to steering angle sensors. The most important aspect to remember is that it's one part of a larger system and there may be several reasons that require a calibration beyond the typical wheel alignment. As always follow the OEM guidelines for that particular vehicle including Make, model, and year. For additional information I-Car offers a one-hour online course titled Steering Angle Sensor Overview and Diagnostics the description is as follows:

Steering Angle Sensor Overview and Diagnostics course begins with an explanation of what steering angle and steering angle sensors are and how they affect the drivability of the vehicle. Next the course will cover the related parts and systems related to steering angle. Common problems that can face steering angle sensors will also be discussed along with proper damage analysis. The course wraps up with requirements for steering angle sensor reset and calibration.

After completing this course, you will be able to:

- Explain steering angle
- Describe the function of the steering angle sensor
- List the parts and systems related to the steering angle sensor
- Describe the problems that can affect the steering angle sensor
- Explain how to diagnose a steering angle sensor
- How to reset and calibrate a steering angle sensor

With all that has been presented I hope is that you will see more of a "big picture" scenario as the systems in today's vehicles are, more than ever, interrelated. That is a trend that is here to stay and will only be more pronounced in the future. Make all necessary calibrations and leave the envelope-pushing to Bo and Luke!

Source: www.ABRN.com - Article by Dave Brinkley

‘Who Pays’: 40% shops consistently paid for seat belt inspections

Forty percent of shops who billed for work to inspect seat belts saw insurers reimbursing the charge “always” or “most of the time,” the newest “Who Pays for What?” survey found.

“This is one of the procedures I’m most concerned about,” Mike Anderson, CEO of study co-author Collision Advice, said in a statement Monday. “The data from our ‘Who Pays For What?’ survey in July, while heading in the right direction, still indicates to me that too few shops are researching OEM repair procedures and so are unaware of the need to inspect seat belts.”

To this point, the Collision Advice-CRASH Network poll of around 400 shops July 1-Aug. 5 also found 41 percent of respondents said they hadn’t charged for the work at all. This means either those shops are performing the repairs for free — or they didn’t conduct the inspections at all.

“I think the ‘Who Pays’ surveys are helping raise awareness of the need for this procedure,” Anderson said in a statement Monday. “One of the things I’ve learned in researching OEM procedures is that many automakers include two procedures related to seat belt inspections. One may be a seat belt precaution, generally a list of what you need to look for if a vehicle has been in an accident. The other is a seat belt inspection, procedures required when you reinstall a seat belt removed as part of repairs.”

[Back in 2018](#), around 60 percent of “Who Pays?” respondents said they “never asked.”

Major OEMs can require repairers to check out restraints following a crash— and this mandate might have been on the books longer than shops and insurers realized. For example, General Motors has since at least 2014 offered a position statement instructing shops to conduct the operation.

he 2020 version of the document states:

After any collision, inspect the following components as indicated. If you detect any damage, replace the component. If you detect any damage to the mounting points or mounting hardware, repair the component or replace the hardware as needed.

- The steering column—Inspect the steering column for bending, twisting, buckling or any type of damage.
- The steering wheel — Inspect for bending, twisting, buckling or any type of visible damage. Replace the steering wheel if the steering wheel airbag has deployed.
- The instrument panel knee bolsters and mounting points—Inspect the knee bolsters for bending, twisting, buckling, or any other type of damage.
- The instrument panel brackets, braces, etc.—Inspect for bending, twisting, buckling, or any other type of damage.
- The seat belts—Perform the seat belt operational and functional checks. ...
- The instrument panel cross car beam—Inspect for bending, twisting, buckling, or any other type of damage.

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- The instrument panel mounting points and brackets—Inspect for bending, twisting, buckling, or any other type of damage.
- The seats and seat mounting points—Inspect for bending, twisting, buckling, or any other type of damage.
- The roof and headliner mounting points.
- The brake pedal –Inspect the brake pedal for bending, twisting, buckling or any type of damage. (Minor formatting edits.)

Access the official version of the document (No. 2322743) on GM’s official OEM repair procedures website for a link to more guidance on the seat belt inspections.

As is typically the result in the “Who Pays?” studies, State Farm and USAA were the best about consistently reimbursing claimants who charged for the inspections in 2020.

Looking back on “Who Pays” survey data from 2016 offers a glimpse of how far both the collision and insurance industries might have come on the operation. Still, it’s concerning that insurers still consistently fail to acknowledge a safety-related operation and, based on Anderson’s assessment, repairers might not even be performing the work. Particularly, since “even the vehicle owner’s manual” can call for an inspection, according to Anderson. He referred “Who Pays?” readers to a list of OEM owner manual websites compiled by Database Enhancement Gateway Administrator Danny Gredinberg.

We pulled Ford’s owner’s manual for the most popular model in America — using the 2010 edition. An entire decade ago, Ford clearly instructed owners to inspect F-150 seat belts following a crash:

“Inspect the vehicle safety belts and child safety seat systems periodically to make sure they work properly and are not damaged,” Ford wrote in the manual’s third printing. “Inspect the vehicle and child seat safety belts to make sure there are no nicks, tears or cuts. Replace if necessary. All vehicle safety belt assemblies, including retractors, buckles, front safety belt buckle assemblies, buckle support assemblies (slide bar-if equipped), shoulder belt height adjusters (if equipped), shoulder belt guide on seatback (if equipped), child safety seat LATCH and tether anchors, and attaching hardware, should be inspected after a collision. Refer to the child restraint manufacturer’s instructions for additional inspection and maintenance information specific to the child restraint. Ford Motor Company recommends that all safety belt assemblies in use in vehicles involved in a collision be replaced. However, if the collision was minor and an authorized dealer finds that the belts do not show damage and continue to operate properly, they do not need to be replaced. Safety belt assemblies not in use during a collision should also be inspected and replaced if either damage or improper operation is noted.”

Help the collision industry by taking the current “Who Pays for What?” survey by the end of the month and answering questions on topics like shop supplies and advanced driver assistance system calibration. All answers are kept confidential; data is published only in the aggregate.

Source: www.RepairerDrivenNews.com

AutoNation to Drop Aftermarket Collision Parts Business

AutoNation on Wednesday announced it would cease its aftermarket auto body parts business by the end of the year as part of an “aggressive approach to streamline its business.”

The publicly traded dealership chain said the “AutoNation Collision Parts” represented less than 1 percent of the company’s parts and service gross profit for the first half of the year, which works out to less than \$15.67 million. Dumping the brand would actually save it about 1 percent of gross profit, which for the first half of the year would work out to more than \$16.08 million assuming the company meant total gross profit.

The company estimated spending about \$52 million throughout the second half of the year to wind down the business, including about \$12 million in cash, plus another approximately \$9 million after that “related to existing contractual obligations.”

It thought dropping the aftermarket collision parts business would bring its selling, general and administrative expenses below 68 percent of its third-quarter gross profit. The company said it already had slashed SG&A down to 68.2 percent of its \$795 million gross profit in the second quarter. “Over the last two years, AutoNation has implemented a restructuring plan that reduced costs annually and consolidated its region infrastructure from three to two regions,” AutoNation wrote in a news release. “In 2020, further reductions to headcount, advertising, and discretionary spending were also made.”

AutoNation CEO Mike Jackson issued a statement Monday but didn’t mention the collision parts business.

However, he told a July 23 earnings call that it hadn’t been performing well. (Special thanks to Seeking Alpha, whose transcript allowed us to identify speakers and find quotes.) “I would say that’s the only area of concern,” Jackson said.

AutoNation had seen “big success” with maintenance and mechanical components, which gave the company a “very good basis” for reconditioning and would be used for that purpose, Jackson said. Those parts contributed to company profitability, he said. “Now, AutoNation Collision Parts is another story,” Jackson said. “The whole collision business was very challenged during the second quarter with the dramatic reductions in the amount of miles driven, and that business wasn’t profitable even before the marketplace got much more difficult.”

Collision parts represented a “relatively small part” of the company’s parts offering, according to Jackson. The rest of the parts business had been trending in a “very good direction,” he said.

Jackson’s comments regarding reconditioning appeared to be related to a company bullishness on buying used cars and reconditioning them — essentially flipping vehicles.

“We figured out how to do reconditioning competitively,” Jackson said. He said AutoNation has a core skill of buying used cars, and it knows how to improve them cost-effectively. He was optimistic about the company’s chances in used cars going forward.

“We see an opportunity to take a larger share of the used vehicle market and benefit from the increased interest in vehicle ownership by our customers,” Jackson said in a statement Monday. “AutoNation’s strong brand, first-class digital capabilities, and One Price pricing strategy, combined with lower acquisition cost and stable used vehicle retail pricing make AutoNation USA stores an attractive opportunity.”

Source: www.RepairerDrivenNews.com

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