

ABAC NEWS

March
April
2022

The Official Newsletter of the Auto Body Association of Connecticut



**Another packed house for ABAC's
"Take Back Your Business"
Presentation**

Your Car, Your Choice - Find us at www.abaconn.org

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Dave @ 860-227-0653**

ABAC President's Message

Bob Amendola

Keep Moving Forward



First and foremost, I would like to thank Randy Serkey of A & R Auto Body in Torrington along with his legal counsel, Attorney David Torrey for such a great and informative presentation at our most recent membership meeting. If you were in attendance, I'm sure you left the meeting as impressed and motivated as I did. If you missed it, be sure to read about it in this issue of ABAC News, it will be well worth it. They are truly an established team which has continuously been successful

creating a litigable file and pursuing short pays.

The ABAC is hosting our first charity golf tournament at Lyman Orchards Golf Club on June 15th. An email was sent to the membership with information regarding registration, sponsorships etc. All proceeds will benefit the Connecticut Tech Schools' auto body program. Whether you are a golfer or not, I encourage you to get involved. It will be a great day to come together for a great cause.

As you may have seen in recent news articles, we have proposed legislation (HB5366 Sec. 12 & 14) this year. If passed, I believe this bill would significantly help to promote safe and proper repairs without the undue outside influence from outside sources. Our intention behind this bill is to put the decisions regarding repairs back into the hands of the licensed repair professionals and the vehicle owner.

I am very proud of those who testified on behalf of the association regarding this bill and am hopeful that this is a step in the right direction. I feel as though we did a great job providing insight and information regarding the issues surrounding this bill. As we move forward in the process, please keep an eye out for updates regarding our legislative efforts.

As always, if you have any questions, comments or concerns, please do not hesitate to call or email me. I look forward to seeing everyone again soon.

Sincerely

Bob Amendola

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

Combating Steering



ABAC Vice-President - Ashley Burzenski

While illegal, insurers still attempt to steer customers every single day. As an independent repair shop, we've developed standard procedures over time to combat those efforts. We have personally experienced an even more significant push to steer our customers away recently so I thought it would be a good time to share what we've been doing to counteract those attempts.

It begins with educating each and every customer. We have a page on our website dedicated to providing vehicle owners with helpful tips, information and resources. It is our hope that after reading through the content, consumers will be more informed before they even contact us. There are a host of FAQ's, informative videos and resources including state laws such as 38a-354.

When a potential customer calls regarding an estimate or repairs, we use that as our first opportunity to assist. By asking a few questions regarding the situation, it helps give us a better understanding of where they are at in the process. For example, John Doe calls and says he was rear-ended and filed a claim with the other person's insurance. He goes on to say that the insurance company told him to get an estimate and photos. We use this as an opportunity to strongly advise against doing so and explaining why that wouldn't be in his best interests. We recommend instead that he comes down for an estimate so we can assist him further.

Upon inspecting the vehicle and writing the estimate, we use this time as an opportunity to further educate him about the process and his rights as the vehicle owner. By doing so, we are ultimately empowering him so that he is less likely to be pressured or persuaded to be steered by the insurance company. We also offer full-service claims assistance which ultimately helps significantly reduce the chance of the customer being steered. Of course, we will still hear about attempts made to do so after the fact but at this point in the process the customer is unlikely to fall victim to those attempts.

After writing the estimate, we will contact the insurance company informing them that the vehicle owner is exercising his legal right to have his vehicle inspected at the repair shop. Many times we will receive some pushback from the insurer stating that isn't their process or they don't have anyone to send etc. Those statements are quickly addressed by reminding them of CT statute 38a-354 and the possibility of a complaint to the department of insurance...

... Which leads me to my last tip: do not hesitate to help your customer file a complaint with the department of insurance! It only takes a few minutes on their website. **Filing complaints will produce results.** Each and every time you help your customer file a complaint, you are not only directly helping them but they are also helping the next person in line. We've also found that after so many claims with a specific insurance company that resulted in a DOI complaint, we no longer receive any pushback when we call in to get an inspection set up. It is most certainly worth the effort and by standing up for what is right, you'll earn a customer for life in the process.

If you have any questions about how to file a complaint or need some troubleshooting, please reach out. I'm more than happy to help.

Until next time,
Ashley Burzenski

ABAC Membership Meeting Presents “Take Your Business Back”

Presentation by Randy Serkey of A& R Enterprises, LLC of Torrington and Attorney David S. Torrey – Law Office of David S. Torrey – Winsted, CT helps educate ABAC Members.



ABAC President Bob Amendola opened the meeting by welcoming all in attendance. ***“Thank you all for taking the time to attend tonight’s meeting. I’m happy to tell everyone that we have a great presentation for you here tonight. As we’ve always said, there is strength in number and tonight’s attendees can attest to that.”***

“You will be hearing from our very special guests this evening on how to ‘Take Your Business Back’. Randy Serkey of A&R Collision has spent much of his time developing steps that you can take to help you in your business. We’re excited to have him here tonight to share,” Amendola said.

“You will be hearing from our very special guests this evening on how to ‘Take Your Business Back’. Randy Serkey of A&R Collision and Attorney David Torrey have spent much of their time developing steps that you can take to help you in your business. We’re excited to have them here tonight to share. They have had quite a bit of success in court in getting insurance companies to behave at their shop. They can’t fix it for you. They’re not going to court for you. But they are sharing what has taken them a bit of time to show you what they’ve done to be successful. There is no secret. There is nothing here that anyone can purchase. What industry do you know of that if you don’t pay for something, there are no ramifications? The only industry that I know of where this happens is collision repair. We’ve let the insurance companies get away with this for many, many years. It’s time to take back our businesses and work for our customer,” said Amendola.

“I’d like to thank all of our ABAC Corporate Sponsors and our ABAC News Supporting Advertisers. Everyone currently listed in our ABAC News and Supporting Advertiser Directory has continued to support the ABAC throughout this pandemic and the best way to thank them is to purchase from them. Remember to Support Those Who Support You,” Bob continued.

“Our membership meetings have been growing larger and larger. It takes a lot of work and planning by my Board of Directors to help make these events a reality. And these meetings do not come without a cost. We really have to thank our meeting sponsors for their help in holding these events. With that said, I’d like to thank the sponsors for tonight’s meeting,” said Bob

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Meeting sponsors



Represented by:
Walter Carroll & Ron Magliano



Represented by:
Larry Pearson & TJ Tomaszek



Represented by:
Tony Rossley, Lawrence Jeune & Demaris Garcia

Our first guest this evening was Tony Rossley from Liberty Bank.

Established in 1825, Liberty Bank is one of the oldest and largest mutual banks in the country. With more than \$7 billion in assets, Liberty has 56 banking offices across Connecticut and one in Western Massachusetts. As a full-service financial institution, Liberty offers consumer and commercial banking, cash management, home mortgages, business loans, insurance and investment services. Named 'Top Workplace' by the Hartford Courant every year since 2012 and designated a 2021 Best-In-State Bank in Connecticut by Forbes Magazine, Liberty maintains a longstanding commitment to superior personal service and unparalleled community involvement.

- Liberty Bank is home grown and is based in Middletown, CT.
- Oldest Mutual Bank in Connecticut
- \$450M in PPP loans during the pandemic and never stopped lending
- 53 Branches State-wide
- Named Top SBA Lender State-wide for Veterans & Minority Owned Businesses



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After dinner, it was time for our feature presentation, **Take Your Business Back**

Presenters for this evening:

- **Randy Serkey – A&R Enterprises, LLC – Torrington, CT**
- **Attorney David S. Torrey – Law Office of David S. Torrey – Winsted, CT**

Randy stood at the podium and said, ***"I'd like to start off by thanking some people that have helped me in support of my cause: Tony Lombardozzi, President, CCRE, who's been very instrumental in litigation and supporting our industry, Bill Romaniello for helping us with the message, our ABAC Attorney John Parese, ABAC Past President Tony Ferraiolo who helped spur me on since it's been a long battle in our industry; our current ABAC President Bob Amendola, special thanks to Attorney Torrey who's been spending more than his share of time to litigate to see why insurance companies are not paying their bill. Also, a special thanks to Travis Hodge my General Manager. He's allowed me the time to go out and fight this battle while he's doing the job at our collision facility. Thank you to Nicole Lopardo, my Office Manager. She's my right hand in the office. She sets up all the litigation. She's the one who makes this all work in the office. She collects all this information so that Attorney Torrey and I can go out and do our job and collect what we know, is the real bill."***



"To start out with, the insurance companies were stealing my profits. The reason I know that is because my wife and I devised a system that we put in place, showing the insurance companies deficiencies to what our actual bill was at the end of the day. We would fix the car just the way it was supposed to be fixed, bill for the parts, labor, etc., that was necessary, and came up with an invoice. The insurance company would come by, they would pay money towards that bill, and what was left was either called "short pay" or "deficiencies," said Serkey.

Randy continues, ***"Here's how it happens. The appraiser would come into my shop, he's look at the car and he said he 'negotiated' which is the insurance company term for 'I don't pay for that!' So, after they got through with whatever they were going to pay (their offer), there was always a balance. Now, I'm thinking to myself, 'why am I fixing the car correctly, and billing it correctly and they don't pay the bill? Because if my customer comes through the door, which we've proven in the Hartford case, the customer will pay my posted labor rate, they'll pay for the correct parts, material and any sublet, they pay every single time.***

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“But the insurance company comes in and they expect me to give them a discount. I don’t owe them a discount. I don’t even work for them. They’re not my boss. The only person I work for is the registered owner of the vehicle or the owner of the vehicle. There are only 3 options you have to collect what’s owed to you:

- ***You can eat it. Which most of you are doing***
- ***You can pass it on to the customer. And the insurance company does a real good job of making you “the bad guy!”***
- ***Or you can litigate.***

I chose to find out why we couldn’t litigate to get paid for what we did. Which brings us to the presentation you’re about to see,” Serkey said.

He then added, ***“Please feel free to ask questions anytime during this presentation. We want to make sure you understand what this is all about. If you’re getting paid everything from the insurance company and you’re happy with what you’re getting, none of this will help you at all. But, if you’re getting “short paid” and you want to have another option to actually run your business, you’re going to have to learn the laws and how to apply them.”***

Randy then turned to Attorney Torrey to take the podium.




“There is a sign-up sheet that I’ve asked for you to fill out. If you put your contact information on the sign-up sheet with your email, we will not only send you copies of all the slides that you will be seeing during the presentation, we will also send you editable copies of all of Randy’s forms that he uses for litigation. We will give you an editable copy of one of the key exhibits that we use in litigation to explain to the judge why there is a short pay.

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Torrey began with the initial results showing how he and Randy started off in 2016.




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- Insurance Companies Were Stealing A&R's Profits
- Started Tracking Insurance Deficiencies in Quickbooks
- Showed Insurance Deficiencies in Customer Bills
- Standardized Forms To Support Litigation
- Hired Attorney Matthew Forrest for 1st Party Claim A&R v. Sentinel
 - Claim Amount \$3,278
 - Lawsuit Filed in Superior Court
- Hired Attorney David Torrey for Several 3rd Party Claims
 - Claim Amounts \$1,000 - \$5,000
 - Lawsuits Filed In Small Claims Court

2

For copies of Randy's presentation and forms, members can email Heather at abacadmin.heather@gmail.com and she will provide you with the information



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➤ Initial Results:


- Lost A&R v. Sentinel
 - Insured Did Not Get Insurance Company Consent Before Signing Repair Contract (Policy Requirement)
 - Decision Upheld On Appeal
- Lost 4 of first 6 Small Claims Cases
 - Contract Paperwork
 - Suing Insurance Company and Negligent Drive Confused the Judges (Contract vs. Negligence Actions)
 - No Post Trial Brief Explaining the Law
- Won 2 Small Claims Cases
 - Hanover Settled for Full Amount of Claim, Plus Costs
 - Allstate Ordered to Pay Full Amount of Claim, Plus Costs

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➤ Strategy Adjustments:

- Stopped Suing For 1st Party Claims (for Now)
- Made Sure Repair Contract Filled Out Completely
- Refused to Participate in Photo Estimation
- Revised Forms To Force Timely Inspection of Additional Damage
- Researched Posted Labor Rates Of Other Shops
- Subpoenaed Appraisers For Trials
- Improved Testimony & Cross Examination Questions
- Prepared Repair Bill vs. Insurance Estimate Analysis
- Submitted Post Trial Briefs Explaining Law to Judges

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➤ The Hartford Insurance Tries To Bully A&R:

- Transferred \$1,439 Small Claims Case To Superior Court
- Two Years Of Discovery
- Refused to Admit Liability for Damage
- Claimed A&R Had Agreed to Settle Just By Cashing Checks
- Two Full Days of Trial

➤ Sentinel Insurance Piles On:

- Transferred \$1,281 Small Claims Case to Superior Court

➤ The Hartford Loses On All Counts:


- The Hartford Ordered to Pay \$1,439, Plus \$38,000 for Legal Fees & Costs
- Sentinel Settles Case For \$20,000

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➤ Benefits of Litigation Strategy:

- Insurance Deficiencies Down 50%
 - No More Problems With The Hartford Or Sentinel
 - USAA, American Commerce, Geico, Sentinel & Even Progressive(!) Have Settled Cases For Full Amount of Claim, Plus Costs To Avoid Litigation
 - Other Insurance Companies Negotiating Better Estimates
- Critical Mass of Legal Wins
 - Won 21 of last 23 Small Claims & Transfers to Superior Court Cases
 - Legal Precedents Benefit The Industry
- Positions Insurance Companies For Unfair Trade Practice Complaints / Litigation (Artie's Autobody v. The Hartford)

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Roadmap To Better Profitability (Survival?)

Step 1 - Focus on Customer Service & Quality Repair:


- Customer Care
- Modernize Equipment
- Technician Training
- Manufacturer Repair Guidelines / Certifications
- OEM vs. Used or Aftermarket Parts – Customer Choice
- Quality Reviews
- Safety Highest Priority
- Guarantee Your Work

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Step 2 - Control Your Estimates / Billing:

- Purchase Your Own Estimating / Billing Software
- Bill Posted Labor Rates for All Jobs
- Tailor Your Software To Bill For Your Shop's Costs For Parts, Labor & Materials
 - Consider separate billing for such cost items such as bake cycle, feather, prime & block, cavity wax, miscellaneous hardware, waste disposal, etc.
- Don't Negotiate Off Insurance Company Estimates
- Provide Appraisers Detailed Vehicle Damage Report & Ask Them to Circle Items They Consider Unnecessary For Repair
- Document When Agreement Not Reached
- Track Insurance Payment Deficiencies

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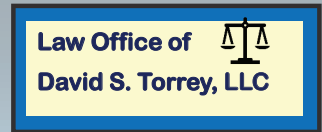
Step 3 – Litigate When Necessary:

- 3rd Party Easier Than 1st Party Claims
- Two Burdens of Proof
 - Liability – Usually Not Contested in 3rd Party Cases
 - Damages – Cost to Restore Vehicle As Close As Possible To Pre-accident Condition, May Also Ask For Diminished Value
- Go Small (Claims) or Go Home! (<https://www.jud.ct.gov>)
 - One Page Small Claim Writ & Notice of Suit & Defendant Instructions
 - \$95 Filing Fee
 - Priority Mail to Defendant's Home (Proof of Service)
 - Court Jurisdiction Based On Defendant's Residence
- All CT Small Claims Trials Now Conducted Remotely

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Serve Copy of Writ & Notice of Suit (Form JD-CV-40) by Priority Mail to Defendant along with Instructions to Defendant (Form JD-CV-121)

SMALL CLAIMS WRIT AND NOTICE OF SUIT
C.G.S. §§ 36-141, 36-142
Type or print legibly. This Small Claims Writ and Notice of Suit must be served on (delivered to) the defendant(s) before filing it with the court. See Instructions to Plaintiff on reverse.

1.) Location information from which defendant(s) were served (fill in):

2.) Case type code (fill in on reverse page 1):
Major: Minor: \$50

3.) Is this a claim between a landlord and a tenant (tenant)? **4.)** If you answered "Yes" to question #3, state the town where the rental premises is located:
(Select one) ☐ Yes ☒ No

Parties: Name (Last, First, Middle Initial) and Address of Each Party (Number, Street, P.O. Box, Town, State, Zip, Country, if not USA)
6.) First Plaintiff: Name: Autobody Shop
Address: 123 Main Street
Telephone: (203) 987-6543
(Select one) ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other ☐ R-1
☐ Vehicle ☐ Other ☐ Corporate ☐ Other ☐ R-1

7.) First Defendant: Name: Defendant's Name or Commercial Vehicle Owner
Address: Defendant's Residential Address or Commercial Vehicle Owner
Telephone: N/A
(Select one) ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other ☐ R-1
☐ Vehicle ☐ Other ☐ Corporate ☐ Other ☐ R-1

8.) If this claim is a consumer debt, which is a debt or obligation made primarily for personal, family, or household reasons, give the reasons why you believe that the statute of limitations has not expired.

9.) How did you check in the last 6 months that the address given for defendant(s) is accurate?
Select all boxes that apply and provide the date that the address was checked.
☐ I checked town or city records (for example, checking a street list or tax records) (date checked) _____
☐ I checked with the Department of Motor Vehicles (date checked) _____
☐ I received correspondence (letters or other mail) from the defendant with that return address (date checked) _____
☒ I received other proof from the defendant that the address is correct (date checked) _____
☐ Defendant provided current address to Police Office for crash report on (insert date) _____ (description of proof and date checked) _____
☐ I mailed by first class mail, at least 4 weeks before this small claims action was filed, a letter to the defendant at the address used and the letter has not been returned to me by the United States Postal Service (date checked for return letter) _____

10.) Amount Claimed: \$10,000 Plus Costs: Plus pre-judgment interest**
The Amount Claimed may not be more than \$5,000. Do not include amounts for pre-judgment interest or doubling the security deposit in Box 10. **If you select one or more boxes, you MUST explain how much you want for each item in section 11 below.

11.) You are being sued. The Plaintiff(s) claims you owe the above amount plus costs and pre-judgment interest and/or double damages for a withheld security deposit if selected by the following reasons:
On (insert date of accident), Defendant negligently caused property damage to a motor vehicle owned by (insert customer's name), who brought the vehicle to Plaintiff for repair. Plaintiff repaired the vehicle but neither Defendant nor Defendant's insurance company has paid the repair bill in full. (Insert customer name) assigned the right to collect money due for the repair to Plaintiff in exchange for Plaintiff's release of mechanic's lien on the vehicle. Insurance claim # (insert claim number).

The person signing below, being duly sworn, states that he or she has read the claim above and the information contained in this form and, to the best of his or her knowledge, information and belief, there is good ground to support the claim and the information is true.

12.) Signed: _____ Type in name of person signing at left and MC, if applicable. For Court Use Only (Date/Stamp)
Subscribed and sworn to before me on: _____ Date Writ Notarized: _____ Name of Autobody Shop Owner or Manager
Signed (Clerk, Notary, Commissioner of the Superior Court)

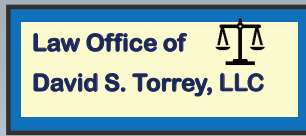
ADA NOTICE
The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA-related person listed at www.jud.ct.gov/ADA.

Print Form Page 2 of 5 Reset Form

Print Copies of USPS Priority Mail Tracking Confirmation of Delivery & Mailing Receipt and Fill Out /Sign Statement of Service (Form JD-CV-123)

File Original Writ & Notice of Suit, Original Statement of Service, Copies of Mailing Receipt and USPS Priority Mail Tracking Confirmation of Delivery with Civil Court Clerk. \$95 Filing Fee Check Payable to "Clerk of the Court"

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- Documents Needed to Prove Claim
 - Police Report / Defendant's Address
 - Repair Contract
 - Vehicle Registration
 - Repair Invoice
 - Detailed Vehicle Damage Report
 - Direction to Pay
 - Insurance Checks
 - Vehicle Owner's Assignment of Claim
 - Deficiency Notices / Demand For Payment
 - Insurance Company Estimate / Supplement
 - Repair Cost vs. Insurance Estimate

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Must Document Customer Approval
of Increases in Repair Authorization

Repair Contract

DATE & TIME VEHICLE DELIVERED TO REPAIR SHOP: _____

CUSTOMER NAME: _____ ADDRESS: _____

CUSTOMER DAY-TIME TELEPHONE: _____ CUSTOMER CELLPHONE PHONE: _____ CUSTOMER E-MAIL: _____

VEHICLE INFORMATION

YEAR: _____ MAKE: _____ MODEL: _____

MILEAGE: _____ LICENSE PLATE #: _____

REPAIRS REQUESTED: _____

MOTOR VEHICLE REPAIR AUTHORIZATION

Consented law requires that we obtain written authorization before we begin work on your vehicle. By signing this Repair Contract, you are authorizing the above repair facility to perform repairs on your vehicle and expressly authorizing it and its employees to operate the above listed vehicle on the streets, highways, or elsewhere for the purpose of testing and inspection. Payment is Contracted law, please affix where provided authorizing the following. I am aware of my right to cancel this contract and return the vehicle to the repair facility at any time.

I voluntarily request that repairs be performed on my vehicle and I understand an advance estimate of their cost. By signing this form, I authorize the reasonable and necessary cost to remedy the problems completely up to a maximum of \$_____. The repair facility may not exceed this amount without my written or oral consent.

CUSTOMER'S SIGNATURE: _____

AUTHORIZATION OF ADDITIONAL REPAIRS

If additional repairs beyond the vehicle estimate shown on this contract are necessary, the repair facility may make repairs as necessary after obtaining my consent. Customer contacted repair facility by telephone or email and authorized additional repairs on: _____

Date: _____ Time: _____

Amount authorized by customer: _____

COMPLETION OF REPAIRS

The customer is hereby advised that the repairs to his or her vehicle may not be completed on the same business day the vehicle is delivered to the repair shop. The customer hereby consents to a date of completion. If the customer wishes to view reduced parts, components or equipment, the customer must visit here: _____

LABOR & STORAGE CHARGES

In the event the above vehicle is not repaired to the repair facility, or is damaged a total loss, labor charges will be assessed for services rendered. The repair facility may charge for storage as permitted by law, including storage for any delay before the repair facility's control of the vehicle is not picked up within forty-eight (48) hours after repairs are completed.

PAYMENT

The above vehicle is being repaired for you - our customer. This is an agreement for payment, including written or all insurance checks and your checkbooks, if applicable. We may not be able to remove your vehicle if we have not received full payment. By signing this Repair Contract, you acknowledge and agree that if you, your insurer or a third party insurer, fail to pay for services rendered, interest will be added to the unpaid balance at a rate of 1.5% per month (1.5% per annum) and you will be responsible for all reasonable attorney fees and court costs incurred by the repair shop to collect payment.

Permission and Repair

You agree that the repair facility shall have a lien against the vehicle for all unpaid services and shall have the right to retain the vehicle until the repair facility is paid in full, as permitted by law. You agree to pay any and all cost and expenses, including reasonable attorney fees, repair facility costs resulting to any delay in repairs.

CUSTOMER COPY

As the customer, you are entitled to a copy of this Repair Contract. By signing below, you acknowledge receipt of the same.

I sign this document of my own free will and accord.

(Customer Signature) _____ (Date) _____ (Time am/pm) _____ (Witness) _____

Direction to Pay

I, _____ (Customer), request and authorize the following insurer:

INSURANCE COMPANY: _____

CLAIM NUMBER: _____

To make direct payment for all funds due as a result of this loss to the repair facility on my behalf:

REPAIR FACILITY: **A&R ENTERPRISES LLC** Tax ID #: **06-1570967**

of any and all proceeds, property damage payments and supplements related to the above claim. It is expressly agreed and understood that if any one or more of the property damage payments are sent to me, I am required to immediately turn them over to the repair facility. My failure to remit any property damage checks or otherwise fail to make full payment for repairs will constitute a breach of the Repair Contract and result in penalties for non-payment, including the accrual of interest to the unpaid balance at a rate of 1.5% per month (1.5% per annum) and reasonable attorney's fees and court costs.

This direction to pay pertains to property damage to the following vehicle:

YEAR/MAKE/MODEL: _____

VIN: _____

I sign this document of my own free will and accord.

Customer Signature: _____

Witness Signature: _____

Date: _____


Must Match Owner of Vehicle

* Use of this form is a courtesy to our customers. It is no way binds the repair facility or otherwise makes this repair facility party to any of the terms set forth in your insurance contract.

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THIRD PARTY CLAIM
ASSIGNMENT OF MONEY DUE

I, _____ ("Customer") own, lease, or have rightful possession and the right to exercise authority over the below referenced motor vehicle. I bind A & R Enterprises LLC, d/b/a, A & R Auto Body ("Repair Facility") to repair damage to said motor vehicle sustained on _____ in a collision caused by the negligence of _____ ("Liability Party"). In exchange for Repair Facility release its mechanic's lien on my vehicle until its repair bill has been paid in full, I am hereby assigning to Repair Facility, along with its successors and assigns, all of my RIGHTS, CLAIMS AND CAUSES OF ACTION, AND/OR ANY PROCEEDS THAT HAVE ACCRUED OR MAY ACCRUE AGAINST LIABILITY PARTY, INDIVIDUALLY, AND AGAINST LIABILITY PARTY'S INSURANCE CARRIER, RELATING TO CLAIM # _____ TO COLLECT THE UNPAID BALANCE DUE ON THE REPAIR BILL TO RESTORE MY VEHICLE TO ITS PRE-ACCIDENT CONDITION. THIS ASSIGNMENT SHALL NOT SERVE TO TRANSFER ANY RIGHTS I MIGHT OTHERWISE HAVE UNDER A WARRANTY CLAIM OR FOR ADDITIONAL DAMAGES SUBSEQUENTLY DISCOVERED.

(Year) _____ (Make) _____ (Model) _____ (Vehicle ID Number) _____

I hereby sign this document of my own free act and deed.

Customer Signature _____ Witness Signature _____

Printed Name _____ Printed Name _____

Customer Address _____ Date _____

Must Match Owner of Vehicle

FIRST PARTY CLAIM
ASSIGNMENT OF MONEY DUE

I, _____ ("Customer") own, lease, or have rightful possession and the right to exercise authority over the below referenced motor vehicle. I bind A & R Enterprises LLC, d/b/a, A & R Auto Body ("Repair Facility") to repair damage to said motor vehicle sustained on _____ in a collision. In exchange for Repair Facility release its mechanic's lien on my vehicle until its repair bill has been paid in full, I am hereby assigning to Repair Facility, along with its successors and assigns, all of my RIGHTS, CLAIMS AND CAUSES OF ACTION, AND/OR ANY PROCEEDS THAT HAVE ACCRUED OR MAY ACCRUE AGAINST MY INSURANCE CARRIER UNDER MY INSURANCE POLICY RELATING TO CLAIM # _____ TO COLLECT THE UNPAID BALANCE DUE ON THE REPAIR BILL TO RESTORE MY VEHICLE TO ITS PRE-ACCIDENT CONDITION. THIS ASSIGNMENT SHALL NOT SERVE TO TRANSFER ANY RIGHTS I MIGHT OTHERWISE HAVE UNDER A WARRANTY CLAIM OR FOR ADDITIONAL DAMAGES SUBSEQUENTLY DISCOVERED.

(Year) _____ (Make) _____ (Model) _____ (Vehicle ID Number) _____

I hereby sign this document of my own free act and deed.

Customer Signature _____ Witness Signature _____

Printed Name _____ Printed Name _____

Customer Address _____ Date _____

Must Match Owner of Vehicle

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Back to the podium, Randy said, "This has been an introduction of sorts. This presentation throws a lot at you. You're not going to run out there, fill out these forms and go running into court. That's not the purpose of tonight's presentation. This meeting was about trying to unify a litigable file so if you're not on board, this will help you get on board if you choose. If you choose to keep doing it the same way that you've been doing it and expecting a different result, well, they have a name for that. It's Insanity. But I think you've all gone crazy enough to know that's not the path that you want to take. Use what we send to you. Track your deficiencies. At the end of the day, it's about respect. And if you are not respected, you will not get paid."

The presentation was followed by open discussion in the room with several collision shops explaining how they have gone about taking back their businesses.

The ABAC thanks everyone for attending, thank you once again to our meeting sponsors and thank you to Randy Serkey and Attorney David Torrey for their presentation and for educating our ABAC members.

Submitted by Don Cushing



John M. Parese is a partner at the New Haven-based firm of Buckley Wynne & Parese

Today's Business: Getting a fair price for a totaled vehicle in today's used car market

Used car prices rose 45 percent in January. Abnormally high used car values appear to be with us for some time. If you're in the market for a used car, you've probably noticed that they have "never been more expensive than they are now." The unusual rise in used car values is largely driven by shortages in component parts (primarily semiconductor chips) for new vehicles, heightened demand, and inflationary complexities in our economy.

At the same time, and for a variety of reasons, more damaged vehicles are being written off as a total loss.

So, what happens if you're involved in a motor vehicle crash and your vehicle is totaled? How does this unique landscape apply to the determination of total loss value? What happens if your vehicle is a lease?

Understanding your rights could be the difference between getting what you deserve and getting fleeced.

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In Connecticut, the law says settlement value of a totaled motor vehicle is guided by the National Automobile Dealers Association used car guide and one other automobile industry source that has been approved for such use by the state insurance department.

These approved sources are intended to provide consumers and insurers with a fair value for motor vehicles, or the actual cash value of a vehicle just prior to the loss.

As prices for used vehicles spike, totaled vehicle values likewise are increasing — as they should. One of Connecticut's most utilized industry sources (aside from the NADA) is CCC Information Services. CCC recently acknowledged the rise in total loss values due to these unique market conditions, and further opined that the elevated total loss values may be with us for some time.

For consumers who own or finance the purchase of their vehicle, the answer is clear: your total loss value should be commensurate with the market increases, and thus you should receive a greater sum for your total loss. This is consistent with the conceptual purpose of our legal system, which is to put a victim of a loss back to the position he or she would have been in had the wrong not been committed. This is a meaningful issue because a vehicle's increased equity can be quite significant, in some cases as much as \$10,000 or more.

In light of this extraordinary circumstance, insurers, frustrated by inflated values, undoubtedly will endeavor to underpay total loss claims. If you find yourself with a total loss claim, beware of your rights, and be prepared to confront any insurer refusing to honor current market conditions, or attempting to shortchange you on your claim. If this happens, file a complaint with the Department of Insurance right away.

For consumers who lease their vehicle, an insurer's obligation to pay the appropriate market value remains true, but who gets to keep the excess equity is less clear. Under present market conditions with leased vehicles that are totaled, the actual cash value often exceeds the vehicle's lease payoff. So, who gets to keep that extra money? It varies. It can get complicated, depending upon the wording of the lease agreement. Be sure to request a copy of your lease agreement if the lessor is attempting to retain the equity on a total loss payment. This should prove instructive.

As this unique landscape appears to be with us for some time to come, consumers filing total loss claims need to be mindful of their rights and likely entitlement to a significant sum of money above and beyond what they would normally be due. In the meantime, please drive safely.

Attorney John M. Parese is a partner at the New Haven-based firm of Buckley Wynne & Parese. John is also LEgal Counsel for the Auto Body Association of Connecticut. He can be reached at 203-776-2278 or jparese@bwplaw.com.

Source: Michael J. London & Associates

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

Connecticut bill limiting insurers' role in repair decisions clears first hurdle

A Connecticut bill that would restrict insurers' involvement in decisions about collision repair received approval from the legislature's Transportation Committee on Thursday, with the understanding that more work on language around parts use remains to be done.

The legislation, [House Bill 5366](#), would require repairers to follow OEM procedures and guidelines, including the use of OEM parts, unless the customer requests otherwise; and prohibit any "person or entity," aside from the owner, from asking or requiring a shop to "repair a vehicle in an unsafe manner," or to use an aftermarket part or a recycled part from a vehicle older than the one being repaired. The legislation would leave it to a shop, or the OEM, to determine what is "unsafe."

The committee faced a Friday deadline for voting on which proposed bills they want the Legislative Commissioner's Office to draft in formal statutory language. Without a yes vote, the bill would have been dead for the legislative session.



Before the roll call vote, Rep. Roland Lemar (D-96th District), the House chair of the joint Transportation Committee, said the committee has been having ongoing conversations with representatives of the OEM, aftermarket and recycled parts industries.

"I believe that two of those three entities are happy with the language that we have in this bill. The third party that is not, I committed to working with them as we move forward," Lemar said. "And if we cannot reach a place where we feel comfortable that what we're doing is ... providing customers with a full and honest choice in the types of materials they use in their vehicles, this [bill] will not likely see the House floor."

The most discussed parts of the bill, sections 12 through 14, "are certainly a work in progress," he said. "We will continue to discuss it with impacted parties and the leadership of all four caucuses,"

he told Repairer Driven News in response to a question after the vote.

As amended, the pertinent sections of HB 5366 read:

"Unless otherwise requested by a customer, a motor vehicle repair shop shall follow the collision repair procedures, guidelines, recommendations or service bulletins issued by the original equipment manufacturer when repairing a motor vehicle and repair a motor vehicle, in a manner determined by such motor vehicle repair shop, to ensure the safe operation of the motor vehicle and reasonably mitigate the diminished value of the motor vehicle.

No person or entity, other than the owner of the motor vehicle, shall require, request, encourage or cause a motor vehicle repair shop to: Repair the motor vehicle in an unsafe manner, as determined by the repair shop or the original manufacturer of the motor vehicle, install an aftermarket part, or install a used part on the motor vehicle unless such used part is from a motor vehicle of the same model year age or newer and is of like kind and quality of the part being replaced."

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Some legislators expressed reservations about the bill before the vote.

"I have strong objections to the OEM language until someone can prove to me that there's valid safety concerns," said state Rep. Stephen Meskers (D-150th District). "And I'm worried that its impact on the residents of the state and their insurance policies, and the cost of insuring cars and their repair bills would be exorbitant, and the number of business to salvage parts that we would basically be tossing then into the junk pile."

"I'm not sure if I'm going to vote no on the bill. I'd like to see it get into the light of day, out of committee. But I unless I feel good otherwise, I will be a strong opponent to the bill on the general floor unless we resolve the OEM issue."

"I certainly appreciate those concerns, and echo Representative Lemar's comments that we're going to continue to engage with the relevant parties here and hopefully seek a resolution that everybody can get behind," said state Sen. Will Haskell (D-26th District), the Senate chair of the Transportation Committee. "Otherwise, to the co-chair's point, I can't imagine it reaching the floor of the House or the Senate."

The bill has drawn support from automakers and collision repair shops, and opposition from the aftermarket and recycled parts industries. During [a four-hour hearing by the Transportation Committee](#) on March 9, proponents said the bill is an effort to give consumers the right to determine how their vehicles are repaired; opponents argued that it would raise costs, and tried to characterize it as banning the use of recycled and aftermarket parts.

The Alliance for Automotive Innovation, representing the manufacturers of nearly 98% of the passenger cars and light trucks sold in the U.S., offered its strong support of the bill.

"Sections 12, 13, and 14 of this legislation are simple. They are about consumer choice and they are about consumer protection," reads a letter submitted to the committee by Wayne Weikel, senior director of state affairs for AAI.

"No one is saying a consumer has to choose an OEM part, but if a consumer does not want aftermarket or used parts to be used in a repair, they should have the right to say so," Weikel said.

Addressing the issue of safety, he noted that "Vehicles today are complicated machines, with over 30,000 parts and an estimated 100 million lines of software code. To return any vehicle to pre-collision condition and ensure safety systems will perform correctly in the future, repairers need to follow automaker repair procedures, for there are no other repair procedures to follow."

"Insurance companies have actuaries to price insurance policies; they do not have engineers who know how to repair today's complex vehicles," he said. "Substituting – whether through formal or implied financial pressure – untested repair procedures for OEM repair procedures will only lead to unsafe vehicles on the roadways across the country."



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Consumers buy insurance to be made whole after an accident; shoddy repairs, designed to get a repair done faster and cheaper, but not done correctly, are not part of the policy.”

Tom Tucker, senior director of state affairs for the Auto Care Association, has characterized the bill as a de facto ban on all parts but OEM parts. “This language is anti-consumer choice because vehicle manufacturers will always recommend the use of OEM parts in their service bulletins, position statements, or they can simply change their repair procedure to mandate the use of those parts,” Tucker testified on March 9.

He referred committee members to the OEM’s position statements on parts use on the [OEM1Stop website](#). “These position statements are abundantly clear that they did not authorize or recommend the use of any parts except genuine OEM parts purchased through the dealer network,” Tucker said. “As a result of this language, this bill would then become a de facto ban on any parts except OEM parts.”

The American Property Casualty Insurance Association, in an unsigned letter to the committee, made a similar argument. “If this bill were to pass, it would likely result in only original equipment manufacturers (OEM) parts being used in most autobody repairs in Connecticut when the repair is paid for under an insurance policy,” APCIA said. “Not only would this bill prohibit any entity other than the owner of a motor vehicle from requiring, requesting or encouraging the use of an aftermarket part, but it would also require vehicle repair shops to follow all repair procedures, guidelines, recommendations and service bulletins of the original equipment manufacturer and such recommendations will also require OEM parts, thereby preventing the use of aftermarket parts.”

“While insurers would agree that the manufacturer’s technical repair specification requirements should be followed,” APCIA said, the bill goes further by including OEM’s “recommendations,” many of which, it purported, “have nothing to do with vehicle safety.”

“Accordingly, this bill would result in almost a complete ban on aftermarket parts in the state of Connecticut,” the letter states.

Weikel, writing for AAI, called that argument a “red herring.” “While Alliance members absolutely believe all consumers would be best served by using genuine OEM parts on their vehicle – parts which have been designed and tested in the same manner as the original parts on the vehicle – that is not our fight on this bill,” Weikel said. “To prove this point, if the Committee wanted to add an amendment to make it clear that – regardless of any language contained in an OEM repair procedure to the contrary – the use of replacement parts in an insurance-funded repair shall be governed by Connecticut’s existing law on the subject ([Chapter 700, Section 38a – 355](#)), we would have no objection, provided the consumer choice in Section 14 of this bill is passed into law.”

John Parese, general counsel for the Auto Body Association of Connecticut (ABAC), told lawmakers during the hearing that the legislation is necessary to limit decision-making on repairs to professional repairers and their customers.

While repairers bear the legal responsibility for the quality of repairs, he said, “we have the forces of an insurer who’s demanding all these cutting of corners and bears no liability for that downward pressure. So I think that what the bill is suggesting is that, you know, you who have no liability exposure and only to gain in cheap parts should not be allowed to interfere.”

Source: www.RepairerDrivenNews.com

Toyota outlines why repairers should use OEM repair procedures

An article recently posted on the homepage of Toyota's Parts and Services website advocates for following OEM repair procedures and takes a stance against insurance companies recommending alternative parts.

Written to collision repair shops, it states, "When there is damage to a Toyota vehicle, insurance companies have an obligation to repair and return the vehicle back to pre-accident or pre-loss condition. Unfortunately, some insurance companies routinely challenge a shop to use 'industry standard' procedures and alternative parts."

It goes on to say that Toyota parts and repair procedures should be used, including details on when to repair and when not to repair. The article also lets readers know how to access the procedures and points to tips for interacting with customers who are using insurance company apps that rely on photo estimating.



Toyota states repairers should:

- Understand their state's collision repair laws;
- Get proper training;
- Access Toyota resources;
- Be diligent in preparing documentation to justify repair processes; and
- Be the customers' advocate.

"Collision repair is anything but simple. Rapidly evolving vehicle technologies and increased use of aluminum and other newer construction materials make following Toyota repair procedures essential, and you should strictly follow Toyota's procedures," Toyota states.

This serves as a reminder for repairers to follow all OEM procedures to properly and safely repair vehicles and to avoid liability in litigation if there is a malfunction or crash.

When asked by Repairer Driven News if the timing of the release of the article is an indication that collision repair shops are increasingly not following OEM repair procedures, Toyota Parts, Service and Accessories Marketing Manager Timothy Rippinger said, "there is no intended correlation between the timing of this article and any trends in repair procedures being followed."



"Toyota is always looking to provide our dealers and repair center partners with information to best service their customers," he said. "Our customers choose Toyota because of the dependability, reliability, and quality of our vehicles. We want to help our dealers and repair center partners keep their customer's Toyotas in the same condition as when they left the lot, so we are providing them with a reminder of the tools and information available in this article to do so."

Source: www.RepairerDrivenNews.com

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