

PRE-REPAIR AGREEMENT-Claimant

WARNING: This document may cause the insurer to 'total' borderline vehicles, or in a claimant's situation, deny liability. The pre-repair agreement clarifies the insurer's responsibility with election to repair, and develops a direct repair contract between the insurer and consumer. (in some states this document will actually replace the insurance policy) It represents an assertion of the consumer's rights to a pre-accident repair under the terms of the policy while allowing the insurer the right to mitigate losses.

Date:

To:

From:

Re Claim#:

To whom it may concern,

This notice is to acknowledge that as the insurer of the at fault driver you have agreed to step forward and address the damages caused by your insured. This notice also serves to record that both parties understand that the legally recognized measure of damage to an automobile is the difference between the value of the vehicle just before the damage and the value of the vehicle just after the damage. The law also recognizes an alternative measure of damages as the cost of repairs to restore the vehicle to its pre-accident condition including function, appearance, safety, and payment of any loss in value. Both the law and your policy impose a duty upon the insurer to exercise due diligence in restoring the vehicle to true pre-accident condition. The law also does not allow an insurer to mitigate its losses by election to repair versus replace at the consumer's expense.

Additionally, the law imposes a duty upon the insurer to complete the repairs in a timely manner so as to not pass on to the consumer unnecessary burden or expense. I will ask that the insurer set the maximum number of days that the insurer is reasonably certain will be required to restore my vehicle to its pre-accident condition. Since the law allows for the recovery of ALL expenses from the tortfeasor, it will be agreed by both myself and the insurer of the at fault driver, that any and all rental car expense, or loss of use, along with all insurance payments for the damages to the vehicle while under repair, will be paid in full without delay. Furthermore, it will be understood by both parties that if the insurer has failed to restore my vehicle to its pre-accident condition, including function, appearance, safety, and value, within the agreed time frame, the insurer of the tort-feasor will bear the burden and expense of this failure.

Furthermore, if the insurer chooses to ignore the estimate written by the repair expert of my choice, and instead writes a repair estimate based on the opinion of the insurer's representative, it is agreed that the insurer will bear all responsibility for the entire repair. It will also be understood and agreed that if the insurer suggests any other repair facility which may do the repairs cheaper, that I will be provided with a written guarantee by the insurer, and the insurer will be directly responsible for all flaws, defects, repair fraud, safety concerns, diminished value, and re-repairs at the facility of my choice. It will be the insurer's responsibility to monitor the repair, to ensure that my vehicle will be restored to its pre-accident condition, including function, appearance, safety, and value. This will also hold true if the insurer contacts or negotiates the claim directly with the repair facility, or specifies the extent of repair on an insurance estimate. Negligence or poor quality repairs on the part

of the repair facility will not cause any portion of the liability of the damage caused by the tortfeasor to pass from the tortfeasor and their insurer, to the repair facility. The damaged party will retain all rights and causes of action.

After the insurance specified repairs are completed, I will have the vehicle inspected by Wreck Check Assessments of Boston, LLC to ensure that the repairs have in fact restored the vehicle to its pre-accident condition, and the cost of the inspection will be owed by the tortfeasor. It will be understood and agreed by both parties that any loss in retail market value, flaws or defects will be conclusive proof that the vehicle has NOT been restored to its pre-accident condition.

At that point it will be agreed that I may elect one of the following remedies based on the insurer's inability to restore the vehicle to its true pre-accident condition. (A) Demand the vehicle be considered a total loss since the insurer was incapable of restoring the vehicle to its pre-accident condition in a timely manner. (B) Demand that the vehicle be re-repaired at the facility of the consumers choice at the full expense of the insurer of the at fault driver. (C) Demand full payment of the remaining loss in value. It is further agreed that the insurer of the at fault driver will bear the full cost of all legal expenses and attorneys fees should the insurer NOT restore the vehicle to its pre-accident condition, and or fail to remedy any deficiency.

Please be advised that if the insurer elects to settle this claim based on repair cost, or writes an estimate for repairs, then it will be automatically understood and agreed by both the insurer of the at fault driver and the consumer that these terms are accepted entirely and without exception. If the insurer does not agree with the price quoted by the repair facility of my choice, then I will ask that the insurer name ONE shop which is willing to complete the repairs, on a contract basis, for the amount of the insurance estimate, and provide written proof of their agreement to do so. To proceed with the repair is to acknowledge and agree to all terms of this repair agreement. Govern yourselves accordingly.

SENT VIA FAX AND CERTIFIED MAIL RETURN RECEIPT # _____

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