

OIC Rules Coordinator

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To whom it may concern,

It has come to my attention that you are taking comments about new proposed changes to the WAC rules related to insurers in Washington State. I would like to add my voice to issues which I am encountering regularly related to insurance deception and steering in Washington.

I am an attorney licensed in Washington, Idaho and Utah. I represent clients predominantly in Washington and Idaho with insurance related claims. In the past 10 years I have seen a dramatic uptick in the amount of steering efforts by insurance companies related to property damage repairs. I recently received a letter from an elderly client whose vehicle was damaged in a collision. She sought to take her vehicle to a body shop in Idaho that was certified by the manufacturer to repair her vehicle. State Farm sent her a letter (as a 3rd party insurer) which scared her out of using that independent body shop. The letter included specifically derogatory language about the shop that they will charge for things that are not necessary, that they will do repairs that are not necessary, that State Farm must approve all repairs before they are done or she will get stuck with the bill, as well as other steering language. State Farm provided a listing of shops which are part of its DRP program which will repair the vehicle for the amount approved by State Farm. The client, afraid of having an out of pocket cost she would have to pay, chose to have her vehicle repaired at a DRP facility or not at all. I talked to the body shop and they do not charge the client anything more than the Deductible for 1st party claims and will help to ensure that the full cost of repairs are covered or they will waive the excess. The body shop has been successful at getting State Farm to pay more than their initial estimate and I believe that this elderly women was the target because of the body shops unwillingness to perform a repair that was not in the customer's best interest.

Over the years I have represented clients with personal injuries where their vehicles were repaired long before I was involved. Because we litigate cases I always do a full investigation into the property damage as well as the injuries. From 2012-2019 I had 30 vehicles which were repaired by DRP shops which were later examined by an independent expert. Of the 30 vehicles 23 were found to have been repaired poorly with 15 of the vehicles being deemed a total loss due to the unrepaired damage. Eight vehicles needed additional repairs because it was not performed, though listed on the repair estimate or was not identified at all. On seven of the vehicles in that period of time were fully and properly repaired. I have a small firm and practice. Over that period of time represented over 250 claims. Of the claims we only had 30 evaluated for a full and proper repair. I know that my anecdotes are a small measure or metric. In many cases having an evaluation is cost prohibitive. But what was striking to me was the high percentage of vehicles which were deemed a total loss after a "full repair" was completed. It was stunning.

Currently I see insurance companies, first and third party, using what I have deemed "soft steering" to push their insured or injured party to a body shop of the insurance company preference. The acts of soft steering include false statements about what will be covered or not covered. Typically the misstatements are mischaracterizations

of the policy of insurance or the law. The letters are crafted in a way to manipulate a decision out of concern for paying more. From my perspective the insurance companies are using fear to manipulate the injured party to choose a location that the insurance company will control. When I talk with my clients most of the time they were intellectually aware of being able to choose an independent shop but functionally they were not able to choose an alternative because of how the information about what shops work the insurance company was conveyed.

Lastly, insurance companies like Safeco, will seek means and manners to steer customers to unqualified shops. I had a client from Moses Lake with a Rivian. Only a certified Rivian repair facility can order Rivian parts. Further the Rivian repair facility has specialized tools which allow for a proper repair. Safeco told my client that the Rivian repair facility in Hayden Idaho was too expensive and that they had a shop in Spokane which could do the repair. The client took the vehicle to the Spokane facility which attempted for 5 weeks to repair the vehicle rendering the vehicle inert. The vehicle needed to be towed to Seattle for reboot and repair. The vehicle was lost to my client for 7 weeks because of the steering. Ultimately the vehicle was taken to Hayden Idaho where it was repaired correctly within 10 days. The client needed to pay the facility and seek reimbursement from Safeco which was provided after an IFCA letter.

Hope these stories can shed some light on what is happening in the insurance market to harm consumers.

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