



Dear Commissioner and Rulemaking Staff,

On behalf of the Washington Independent Collision Repairers Association (WICRA), I write to provide comment on the proposed rulemaking for R 2025-05. Our organization represents independent, factory-certified collision repair facilities across Washington State. We strongly support clear standards that ensure consumers receive safe, proper, and OEM-compliant repairs. However, we have significant concerns with the proposed language regarding the requirement that:

“If the insurer prepares the repair estimate, it must rely upon a competent vehicle repair person... ‘Competent’ in this subsection means the person has the subject matter expertise, relevant training, and experience to make valuations and decisions relating to the repair process. The insurer is responsible for the accuracy of their repair documentation.”

Concern with Definition of “Competent”

While the definition of “competent” is a big step toward accountability, the language creates a serious risk of misuse. Specifically, insurers may designate their contracted Direct Repair Program (DRP) facilities as their “competent vehicle repair person.” DRP facilities operate under contractual obligations with insurers to contain or reduce repair costs in exchange for referral volume. These agreements restrict the scope of recoverable repair operations, parts, and procedures—including those directly tied to structural integrity and passenger safety.

At my shop, we were previously part of multiple DRP’s with major insurance companies. My team is factory-trained and follows OEM repair procedures exactly as written. But every time we documented those required procedures, insurers would respond with change “requests”, telling us what we were *allowed* to include.

The area managers made their message clear: follow their pricing models, not the manufacturer's guidelines, or risk being removed from the program.

Over time, it became clear that no amount of training or certification mattered if we weren’t allowed to apply it. Participation in a DRP meant choosing between proper repairs or staying in the insurer’s good graces. We were being told to ignore OEM guidance in favor of shortcuts that reduce cost but increase risk.

And when something goes wrong? The liability is 100% on the shop.

We ultimately walked away from the DRP model because we refused to compromise our standards. Once we did, insurers began steering work away from us — not due to lack of skill,

but because we wouldn't follow their cost-driven playbook.

Here's the problem: insurers often use DRP shops as their "independent" appraisers, as if they're neutral and qualified to determine proper repair plans. But in reality, DRP shops are not free to act as "competent" professionals because they're contractually bound to insurer interests.

Training and OEM certification are meaningless if the shop isn't allowed to operate on that knowledge. That's why there must be rules that prohibit insurers from using DRP shops as competent appraisers. They are not independent. They are not neutral. And they are not free to do the job correctly without risk of financial retaliation.

Lack of Anti-Steering Protections

Because Washington Administrative Code (WAC) currently lacks anti-steering protections, this rule, as drafted, could unintentionally enable insurers to steer consumers toward their contracted DRP facilities under the guise of needing a "competent" evaluation. This concern is not theoretical—our member shops report frequent instances of consumers being pressured by their insurers to transfer their vehicles, even after they have already selected a repair facility of their choice.

Real-World Impact: Consumer Pressure and Harassment

At my own business, Accurate Auto Body in Redmond, we hear these complaints from consumers almost daily. Many report that insurance representatives continue calling or emailing them repeatedly, sometimes aggressively, encouraging them to move their vehicles to insurer-contracted DRP shops. In some cases, this occurs after the vehicle is already on our premises, with signed authorization forms, teardown in process, or even repairs underway.

This behavior undermines consumer autonomy, delays repairs, and damages trust in the claims process. It also places independent repairers in an unfair position by being forced to defend a consumer's right to choose their repair facility while insurers leverage fear, confusion, or financial pressure to direct the work elsewhere.

Examples of Anti-Steering Laws in Other States

Many other states have already addressed this issue through clear and enforceable anti-steering laws that prohibit insurers from influencing or coercing consumers' choice of repair facility:

- California (Insurance Code §758.5) – Insurers may not require or suggest that a claimant use a specific repair shop, and must affirmatively inform consumers of their right to choose.
- Minnesota (Statute §72B.091) – Prohibits insurers from recommending a repair shop unless the consumer specifically requests a referral, and requires disclosure of any DRP relationship.
- Rhode Island (Title 27, Chapter 29) – Forbids insurers from engaging in acts that steer, intimidate, or coerce consumers toward or away from any repair facility.
- North Carolina (General Statute §58-3-180) – Prevents insurers from using tactics or representations that limit consumer choice or imply that repairs won't be warranted if not performed at a DRP facility.
- Oregon ORS 746.280: Insurers cannot require repairs at a specific facility and may not limit the cost of repairs necessary to return the vehicle to pre-loss condition.

These examples demonstrate that anti-steering laws are not novel—they are essential consumer protection measures that promote fair competition, ensure safety-driven repairs, and prevent insurers from prioritizing cost over quality.

Risks to Consumer Safety and Choice

Allowing insurers to define competence through their contractual partners could compromise consumer safety, undermine OEM repair procedures, and limit true consumer choice.

Independent repairers, including many WICRA members, frequently encounter DRP estimates that omit critical operations such as OEM-required calibrations, one-time-use part replacements, and structural repair steps. Consumers deserve assurance that their insurer's obligations are not dictated by cost-control contracts but by safety, transparency, and OEM standards.

Request for Clarification and Safeguards

We respectfully urge the OIC to revise the language of R 2025-05 to:

1. Clarify that “competent vehicle repair person” must be independent of insurer cost-control agreements and must adhere to OEM repair procedures and recognized training standards (e.g., I-CAR Platinum across all roles).
2. Prohibit insurers from using contractual DRP relationships as a substitute for

competence, to avoid steering and ensure consumer freedom of choice.

3. Explicitly affirm consumer choice of repair facility, so that the rule cannot be used as a pretext for insurer redirection.
4. Draft and adopt explicit anti-steering language into the rules to ensure fair market competition, protect consumer rights, and prevent insurers from putting cost savings over repair quality and safety.

Conclusion

By making these changes, the OIC can ensure this rule enhances accuracy and accountability without inadvertently empowering steering practices that harm consumers, stifle competition, and compromise repair safety.

Thank you for your consideration of these concerns. WICRA and its members remain committed to collaborating with the OIC to uphold consumer rights, promote fair claim settlement practices, and protect the motoring public.

Respectfully,

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President, Washington Independent Collision Repairers Association (WICRA)

