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Date: Wednesday, December 10, 2025

To: Office of the Insurance Commissioner, State of Washington

Subject: RE 2025-04 Proposed Standardized Attestation Forms for Use in the Appraisal Clause Process

Submitted By: *Jeff Butler, AIC – Public & Independent Adjuster, Collision Consulting of Washington*

Dear Commissioner Kuderer and rules coordinator,

Thank you for the opportunity to participate in rulemaking under RCW 48.18.620 related to the appraisal clause. After more than two decades of work in Washington State handling complex auto claims, diminished value disputes, repairability assessments, and total loss valuation disagreements, I have identified areas where standardized forms would materially improve fairness, transparency, and efficiency for all stakeholders—insurers, policyholders, appraisers, and umpires.

Appraisal is intended to be a non-adversarial, expert-driven dispute resolution process for determining the amount to repair a damaged vehicle or value of a vehicle which is the amount of loss. However, inconsistent documentation and an absence of standardized disclosures frequently result in avoidable disputes, ex parte concerns, and problems of competency and impartiality. The proposed forms below are designed to support the goals of RCW 48.18.620 by establishing a clear, uniform structure for the appraisal process.

Purpose of the Proposed Forms

I respectfully recommend that the OIC consider adopting **two different umpire disclosure and qualification forms** and **one unified appraiser declaration**, distinguishing between:

1. **Total Loss Appraisals** – which involve *valuation expertise*, comparable analysis, market data evaluation, and salvage/ACV determination.
2. **Repairable Vehicle Appraisals** – which involve *repair methodology*, OEM repair procedures, structural considerations, parts classification, refinish operations, and labor-hour determination.

These two disciplines require distinct technical skill sets. By differentiating the forms, Washington's appraisal process will better reflect the realities of modern collision repair and valuation practices.

Rationale

The proposed forms were built around four core regulatory objectives:

1. **Transparency:** Disclosure of insurer employment, prior insurer consulting, financial interests, and professional relationships.
2. **Impartiality:** Clear affirmations of independent judgment, no interest in the outcome, and prohibition of ex parte communications.
3. **Competency:** Documented qualifications, training, and experience relevant to either valuation or repair methodology.



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4. **Consistency:** Standardized templates reduce disputes, streamline expectations, and create predictable regulatory compliance.

Forms Included

The following draft forms are included for consideration:

- (A) Umpire Questionnaire & Declaration — *Total Loss Appraisals*
- (B) Umpire Questionnaire & Declaration — *Repairable Vehicle Appraisals*
- (C) Unified Appraiser's Declaration — *Applies to Either Type of Appraisal*

Each form is drafted in a neutral regulatory style and contains no references to my company or personal information.

Summary

These forms are offered as model templates that may be adopted directly or modified in the rulemaking process. It is my hope that they support the OIC's objectives of ensuring a fair, impartial, and competent appraisal process that protects Washington consumers while providing clarity and structure for insurers and industry experts.

Respectfully submitted,

Jeff Butler, AIC | Public & Independent Adjuster WAOIC #1098364

Vehicle repair expert | Automobile appraiser | ASE Master Technician

UMPIRE QUESTIONNAIRE & DECLARATION — REPAIRABLE VEHICLE APPRAISALS

Purpose:

To evaluate the qualifications and impartiality of a proposed Umpire in a *repairability/cost-of-repair* appraisal under RCW 48.18.620.

SECTION 1 — IMPARTIALITY & GOOD-FAITH STATEMENT

I affirm that:

- I will remain impartial and exercise independent judgment;
- I have no interest in the outcome;
- I will avoid ex parte communications and will communicate only via joint correspondence;
- I will follow the duties and expectations inherent in the appraisal process.

Signature: _____

Printed Name: _____

Date: _____

SECTION 2 — QUALIFICATIONS & COMPETENCY

Provide the following:

1. A current résumé or CV demonstrating your expertise in:
 - Collision repair procedures
 - OEM repair standards
 - Structural analysis
 - Refinish methodologies
 - Labor and parts estimating systems (CCC, Audatex, Mitchell)
2. Any industry certifications, such as:
 - ASE
 - I-CAR (Platinum, structural technician, welding certifications)
 - OEM repair program credentials
3. A description of your experience evaluating vehicle damage, determining repair methodology, repair procedures and determining labor hours and labor rates

SECTION 3 — WORK HISTORY WITH INSURERS

1. Do you currently perform, or have you performed within the past ten (10) years, repair-related appraisals or consulting for insurance companies?
YES / NO
2. If YES, list insurer names and provide:
 - Approx. number of assignments

- Nature of assignments (damage appraisals, DRP consulting, reinspection work, etc.)
 - Approx. compensation
3. Have you ever been directly employed by an insurer?
YES / NO

If YES, provide:

- Job title(s)
- Duties
- Dates of employment

SECTION 4 — CONFLICTS & RELATIONSHIPS

1. Do you have any personal, business, or financial relationships with either party or either appraiser?
YES / NO
2. Have you been involved in prior appraisal or arbitration disputes with either party?
YES / NO
3. Could a ruling in favor of either party reasonably affect your future business?
YES / NO

Explain YES answers:

SECTION 5 — CONFIDENTIALITY

I agree to maintain the confidentiality of any materials exchanged during the appraisal and use them only for purposes of fulfilling my responsibilities.

SECTION 6 — FEE SCHEDULE

Please provide:

- Hourly charges
- Inspection rates
- Minimum fees
- Administrative or preparation costs
- Estimated total fee for this appraisal

SECTION 7 — DECLARATION OF UMPIRE

I declare that I am qualified, impartial, and competent to serve as an Umpire in a repairable vehicle appraisal and will render a fair, just, and conscientious decision based on my independent judgment and expertise.

Signature: _____

Printed Name: _____

Date: _____

UMPIRE QUESTIONNAIRE & DECLARATION — TOTAL LOSS APPRAISALS

Purpose:

To confirm the qualifications, impartiality, and disclosures of a proposed Umpire in a *total loss valuation* appraisal conducted under RCW 48.18.620.

SECTION 1 — IMPARTIALITY & GOOD-FAITH STATEMENT

I affirm that:

- I will act with utmost good faith;
- I will exercise independent judgment;
- I am impartial and have no financial interest in the outcome;
- I will not engage in ex parte communications and will communicate only through joint correspondence.

Signature: _____

Printed Name: _____

Date: _____

SECTION 2 — QUALIFICATIONS & EXPERIENCE

Please provide:

1. A current résumé or CV demonstrating training and experience specific to:
 - Vehicle valuation
 - Actual Cash Value (ACV) methodologies
 - Market comparison analysis
 - Diminished value (if applicable)
 - Insurance policy appraisal work
2. Any industry certifications (I-CAR, OEM programs, IAAA, AMI, ASA, etc.).
3. A summary of your experience determining vehicle values, including total loss valuations.

Attach documentation as needed.

SECTION 3 — WORK HISTORY WITH INSURERS

1. Have you conducted valuation appraisals or consulting work for any insurance companies within the past ten (10) years?

YES / NO

2. If YES, list:
 - Insurer name(s)
 - Approx. number of assignments per insurer
 - Date ranges

- Approx. compensation received for such work
3. Have you been employed directly by an insurance company at any time?
YES / NO

If YES, state:

- Insurer name
- Job title(s)
- Dates of employment
- Duties related to appraising, adjusting, or valuation

SECTION 4 — FINANCIAL INTERESTS & CONFLICTS

1. Do you have any financial, business, or personal interest that could be affected by the outcome of this appraisal?
YES / NO
2. Do you have any prior business or personal relationships with either appraiser or either party?
YES / NO
3. Have you served as umpire or appraiser for either party in the past?
YES / NO

If any answers are YES, explain:

SECTION 5 — CONFIDENTIALITY

I acknowledge that information provided during this appraisal may include confidential or proprietary material. I agree to protect this information and use it solely for purposes of the appraisal.

SECTION 6 — FEE SCHEDULE

Please provide your fee schedule including:

- Hourly rates
- Minimum charges
- Administrative fees
- Travel or inspection fees
- Estimated cost to serve in this matter

SECTION 7 — DECLARATION OF UMPIRE

I hereby declare that:

- I accept the responsibilities of an Umpire in a total loss appraisal;
- I will act with independence, impartiality, and integrity;
- I have fully disclosed all potential conflicts;
- I am competent to determine vehicle value and resolve differences between the appraisers.

Signature: _____

Printed Name: _____

Date: _____

UNIFIED APPRAISER'S DECLARATION

Purpose:

A standardized declaration for both appraisers to confirm competency, impartiality, and commitment to the appraisal process.

APPRAISER'S DECLARATION

We, the undersigned appraisers, hereby declare:

1. We are competent and qualified subject matter experts in vehicle valuation and/or collision repair methodology appropriate to the dispute at hand.
2. We will act independently and impartially throughout the appraisal process.
3. We have no direct financial interest in the outcome of the appraisal.
4. We will make a true, just, and conscientious assessment of the amount of loss in accordance with the appraisal clause of the applicable policy.
5. We will not engage in ex parte communications with the Umpire.
6. We will disclose to each other and, when selected, the Umpire:
 - o Any potential conflicts
 - o Any prior relationships with the parties
7. If we cannot agree on the amount of loss, we will jointly select an Umpire. If we fail to agree on an Umpire within ten (10) days, either may petition the Office of Insurance Commissioner for an Umpire.

Appraiser for Insurer

Signature: _____

Printed Name: _____

Date: _____

Appraiser for Policyholder

Signature: _____

Printed Name: _____

Date: _____