

## PRE-REPAIR AGREEMENT -insured

**Date:**  
**To:**  
**From:**  
**Re Claim #**

To whom it may concern,

This notice is to acknowledge my insurer's election to repair my vehicle rather than replace it under the terms of my insurance policy contract. The law, and the policy, impose a duty on the insurer to repair my vehicle to its pre-accident condition, including function, appearance, and safety. 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 on the insurer to complete the repairs in a timely manner so as to not pass on to the consumer unnecessary burden or expense. Since the insurance policy limits the amount of rental car reimbursement, I must assume that the insurer believes that any vehicle should be properly repaired well within the maximum rental allowance in the policy. Therefore, if the repairs are not completed within the maximum rental period, it will be understood and agreed by both parties that the insurer has failed to restore my vehicle to its pre-accident condition in a timely manner and 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. This will 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 on the part of the repair facility will be treated as a comprehensive loss under the terms of the policy.

After the insurance specified repairs are completed, I will have a post repair inspection completed to ensure that the repairs have in fact restored the vehicle to its pre-accident condition. Both parties will agree that any flaws or defects will be conclusive proof that the vehicle has NOT been restored to its pre-accident condition. At that point the consumer will elect one of the following remedies based on the insurer's inability to restore the vehicle to its pre-accident condition. (A) Demand that the vehicle be considered a total loss, since the insurer was incapable of restoring the vehicle to its true pre-accident condition in a timely manner. (B) Demand that the vehicle be re-repaired at the facility of the consumer's choice, with the insurer paying all rental expense, and re-repair charges. (C) Demand full payment of the remaining loss in value.

Please be advised that if the insurer elects to settle this claim based on repair cost, then it will be automatically understood and agreed by both the insurer, and the consumer, that these terms are accepted entirely. 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 that is willing to complete the repairs on a contract basis for the amount of the insurance estimate. To proceed with the repair is to acknowledge and agree to all terms of this repair agreement.

Signed \_\_\_\_\_ Date \_\_\_\_\_

SENT VIA FAX AND CERTIFIED MAIL, RETURN RECEIPT # \_\_\_\_\_