

My Information: Shop Manager Name Your Local Body Shop 1234 Sample Avenue Sample, CT 06111 860-###-####	<u>SAMPLE DOCUMENT</u> This is only a Sample Complaint Form to give users an idea of how they can be written. <u>DO NOT REUSE</u>
---	---

I want to complain against:

Appraiser(s): Appraiser 1 Name – #####

Insurance Company: Your Insurance Company Name

Claim Number: ##### (claimant)

Date of Loss: Insert Date

Vehicle: Year Car/Truck Manufacturer & Model (VIN: #####)

On Date, claimant arrived at Insurance Drive-In Claim Center for estimate of damage to his vehicle. Estimate was written by Insurance appraiser who called Your Local Body Shop for agreed price. Vehicle was estimated at Your Local Body Shop prior to going to Drive-In. Copy of estimate from Your Local Body Shop was given to customer who in turn gave it to the Insurance appraiser. When the appraiser contacted our shop, he stated that he didn't feel our estimate was an appropriate repair and that he would not pay our labor rate. When I asked why he thought he could cut our estimate and not pay our rate, he simply stated "because I can". I believe he thought that to be humorous, but I found no humor in his comment. I do not believe Appraiser Name was acting in good faith in regards to this claim. Customer arrived at Your Local Body Shop with a copy of the Insurance Company estimate and signed a repair order authorizing repairs and a Power of Attorney allowing Your Local Body Shop to settle the claim on his behalf. On DATE, a supplement request was called in to Insurance Company. On DATE, another Insurance Company appraiser arrived to complete the supplement. His supplement was \$\$\$ less than the original estimate written by Insurance Company which equates to __% of the original estimate. The discrepancy between Insurance Company's original estimate and their supplement either shows Insurance Company's original appraiser is unknowledgeable about proper repair techniques or attempting to defraud the consumer by improperly compensating him for damaged caused by Insurance Company's insured. During the course of the repair, no negotiation was attempted by either appraiser to reach our posted rates or negotiate their pre-set labor rates. Our posted labor rate is \$00.00 per hour and our paint and materials are calculated by the Mitchell's Refinishing Guide – the only known accurate source which identifies each color by its OEM designator for proper costing – and cross checked for accuracy via Paint Manufacturer material usage software to establish proper cost of specific materials required for repairs. Shop agreed to content of estimate, but disagreed on labor rate and paint and material cost. Your Local Body Shop accepted funds under protest as partial payment only for property damage. I believe these appraisers violated the Connecticut Statute 38A-790-8 and they did in fact violate the Connecticut Insurance Department's "Position Regarding Reasonable and Customary Complaints". In our repeated dealings with Insurance Company, there appears to be a pattern of inflexibility in adjusting the labor rates on their claims. It appears they have a pre-set labor rate which they are unwilling to negotiate. It has been our experience that Insurance Company approaches their claims with no regard for good faith, applying pre-set labor rates and unsubstantiated paint and material compensation rates. I am requesting that this complaint and claim be investigated and appropriate corrective action taken in these matters. I am available to discuss these concerns Monday through Friday, 7:30-5:30. I can be reached at 860-###-####.

Thank you in advance.