

September 30, 2024

Sent via [email/fax] to _____/USPS

[Adjuster Name]

[Insurance Company]

[Address Line 1]

[Address Line 2]

Re: [Client's Name], Claim No. _____, DOL _____

Dear [Adjuster Name],

This office represents the above-referenced client regarding their property losses, diminished value, loss of use, and bodily injury claims. Please direct all communications about our client's claim to my office unless otherwise instructed.

It is our understanding that your company provides underinsured motorist (UIM) coverage to our client. We kindly request that you verify in writing whether this coverage applies to the claim in question. If there are any issues with our client's coverage, please explain them in detail.

As established in *Public Employees Mut. Ins. Co. v. Kelly*, 60 Wn. App. 610, 805 P.2d 822 (1991), the purpose of UIM coverage is to ensure that an insured party can recover the same amount of damages they would have received if the at-fault driver had adequate liability coverage. The insurer's role in a UIM claim is not purely adversarial; it must be balanced with a duty of good faith toward the insured, as described in *Cedell v. Farmers Ins. Co. of Washington*, 176 Wn.2d 686, 295 P.3d 239 (2013), and *Tank v. State Farm Fire & Casualty Co.*, 105 Wn.2d 381, 715 P.2d 1133 (1986). This means the insurer is expected to conduct a reasonable investigation and settlement process that equally considers the insured's interests alongside its own.

In evaluating a UIM claim, the relationship between the insurer and the insured is not the same as that between a third-party claimant and the at-fault driver's insurer. While a UIM carrier can assert the same defenses as the at-fault driver's insurer, it also has a quasi-fiduciary duty to investigate promptly, reasonably, and with good faith. Per WAC 284-30-330(3) and WAC 284-30-330(6), an insurer is required to seek an equitable settlement once liability is clear.

Given this, we ask you to engage collaboratively in the UIM claim process to achieve a fair and timely resolution. This requires not just relying on our client to prove their damages,

____ (adjuster) of _____ (carrier)
Re: _____ (client), claim no. _____
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but actively investigating and collecting information to carry out your duty of indemnification.

Furthermore, we want to put you on notice of our client's potential diminished value claim, which may arise from the underlying collision. Washington law, as confirmed in *Grothe v. Kushnivich*, 24 Wn. App. 2d 755, 521 P.3d 228 (2022), acknowledges that diminished value is a foreseeable consequence when a vehicle cannot be fully restored to its pre-loss condition despite repairs. If you elect to repair our client's vehicle, and WPI 30.10 limits their recovery for diminished value, we will seek to recover any shortfall to ensure our client is made whole. Your decision on whether to repair or replace the vehicle must consider its post-repair fair market value in addition to the fair market value at the time of loss, the salvage value, and the projected repair costs.

Please also confirm if you require any paperwork or further assistance from our client to facilitate the UIM benefits process. If you need a recorded statement, we are happy to arrange a time for an interview.

Additionally, please send us the following:

1. A certified copy of our client's insurance policy, including the declaration page, or the operative policy if they were a passenger or pedestrian.
2. A signed waiver, if you are not providing UIM coverage.
3. Any documents relevant to liability or damages, including photos, damage estimates, medical bills, statements, and accident reports.

Please confirm receipt of this communication and provide all available coverage details for this incident. We look forward to your prompt response and stand ready to collaborate to ensure a fair and equitable resolution for our client.

Sincerely,

[Your Name]
[Your Title]
[Your Firm Name]