

September 30, 2024

Sent via [email/fax] to _____/USPS

[Adjuster Name]

[Insurance Company]

[Address Line 1]

[Address Line 2]

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

Dear [Adjuster Name],

I am writing to follow up on the above-referenced claim and to ensure that the repair process moves forward smoothly.

We expect the vehicle to be restored to its pre-loss condition, utilizing Original Equipment Manufacturer (OEM) parts, as well as all the necessary processes and procedures as determined by my client's chosen repair facility. As outlined in my client's auto policy and required by Washington state law, you are obligated to cover the costs associated with returning my client's vehicle to its pre-loss condition. Specifically, I refer to WAC 284-30-390(4) and RCW 48.30.015.

Attached, please find a summary opinion from [appraiser], an experienced auto damage appraiser, outlining why a repair based on your estimate will fall short of pre-loss condition, while my client's chosen repair facility's estimate reflects a proper repair.

While the Limit of Liability clause in my client's policy permits you to pay for imitation and junkyard parts, such parts are only acceptable when they fulfill your primary obligation to pay for a pre-loss condition repair. Where used or imitation parts fail to achieve this, you must provide for OEM parts.

Similarly, while the Limit of Liability clause in my client's policy allows you to pay the "competitive prevailing rate" for labor, this is only permissible when it fulfills your primary obligation to cover a pre-loss condition repair. If only the labor rate charged by my client's chosen repair facility will restore the vehicle to its pre-loss condition, then that rate must be paid.

Compliance with manufacturer guidelines and safe repair standards is essential for performing a pre-loss condition repair. My client's chosen repair facility has recommended parts and processes that align with manufacturer guidelines, whereas your estimate does not fully cover those parts and/or processes.

[ADJUSTER] OF [INSURER]

RE: CLAIM NO. _____

JULY 24, 2026

2

Once the repairs on my client's vehicle are complete, we expect full payment. While Washington insurance regulations require you to notify us that you might underpay the repair bill if my client does not use one of your direct repair facilities, nothing in the applicable insurance regulations, my client's policy, or Washington case law authorizes you to pay the "lowest bid" if the actual cost of my client's repair is reasonable.

Please confirm your agreement with this course of action at your earliest convenience and let me know if you require any further information from our side.

Thank you for your prompt attention to this matter.

Sincerely,

[Your Name]

[Your Title]

[Your Firm Name]