

# State Collision Repair Laws and Regulations

## Alabama

Crash Parts – In Alabama, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The logo, identification number or name of the manufacturer of all non-OEM parts must be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Alabama, the vehicle owner shall not be required by an insurer to travel an unreasonable distance to obtain an estimate, have the vehicle repaired at a specific repair shop or inspect a replacement vehicle. Vehicle owners may be required by insurers to obtain an estimate in the area where the accident occurred.

When an insurer does designate a specific repair shop for repairs, the insurer must cause the vehicle to be restored as nearly as possible to its prior condition at no additional cost to the first-party claimant other than as stated in the policy, and shall make reasonable efforts to assure repairs are completed in a reasonable amount of time. An insurer that offers the names of repair shops in response to a request from the vehicle owner is not covered under this provision, nor is the insurer compelled to pay for any alleged diminution of value in the vehicle as a result of this provision.

## Alaska

Steering – In Alaska, the vehicle owner shall not be required by an insurer to travel unreasonably to obtain a repair estimate, have the vehicle repaired at a specific facility or inspect a replacement vehicle.

When a claims adjuster does choose a specific shop for the repairs, that person shall guarantee the repairs and cause the damaged vehicle to be restored to its condition before the loss, at no additional cost to the vehicle owner, and cause the repairs to be completed within a reasonable time.

## Arizona

Crash Parts – In Arizona, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The logo or name of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Insurer violations of these regulations are considered to be unfair claim settlement practices.

Steering – In Arizona, the vehicle owner has the right to choose any repair facility for the repair of that vehicle. The vehicle owner has the right to choose any glass repair facility unless otherwise prescribed by contract. An insurer that provides the vehicle owner with a recommendation or information about a repair or glass facility is required to inform him of his right to choose at that time.

If the vehicle owner chooses a repair shop in which the insurer holds an ownership interest, the adjuster must not be employed by the shop or have any direct authority over the shop's recommendations or decisions relating to the repair of the vehicle.

In Arizona, the vehicle owner shall not be required by an insurer to travel unreasonably to obtain a repair estimate, have the vehicle repaired at a specific facility or inspect a replacement vehicle.

An insurer-prepared estimate must be in an amount for which it may be reasonably expected the damage can be satisfactorily repaired.

If an insurer prepares an estimate it may furnish the vehicle owner with the names of one or more conveniently located repair shops.

When an insurer does designate a repair shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy, and within a reasonable period time.

## **Arkansas**

Crash Parts – In Arkansas, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner has the right to insist on the use of only OEM parts while the vehicle is covered under its original warranty.

The logo, identification number or name of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part and shall be visible after installation whenever practicable.

If non-OEM parts are used they are required to be at least equal to OEM parts in terms of fit, quality, performance and warranty.

The vehicle owner must be informed in writing of an insurer's intention to use non-OEM parts in the insurance policy or with a sticker attached to the policy.

Steering – In Arkansas, the vehicle owner has the right to choose any repair facility for the repair of that vehicle.

## **California**

Crash Parts – In California, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place. The estimate must also identify all new OEM, used, reconditioned and rebuilt parts specified.

Insurers that specify the use of non-OEM parts are required to warrant that such parts of like kind, quality, safety, fit and performance to OEM parts, and must pay for any modifications to the parts needed to carry out the repair.

A permanent, non-removable identification of the manufacturer is required for both OEM and non-OEM parts, and shall be accessible to the greatest extent possible after installation.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

The vehicle owner has the right to know, upon request, any location other than the repair facility at which repairs are being done.

Repairers are required to perform frame sectioning repairs and the application of corrosion protection in accordance with either OEM service specifications or those that are nationally distributed, periodically updated and generally accepted by the collision industry.

Repairers are prohibited from installing, distributing or selling any airbag which is known, or should be known, to have been previously deployed.

Every insurer is required to provide vehicle owners a copy of the “Auto Body Repair Consumer Bill of Rights” either at the time a policy is issued or when an accident or loss is reported.

Steering – In California, the vehicle owner has the right to choose any repair facility for the repair of that vehicle. Insurers are prohibited from suggesting or recommending a facility unless the vehicle owner has been informed in writing of his right to choose or has requested a referral.

If the vehicle owner accepts an insurer’s recommendation, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the vehicle owner other than as stated in the policy or otherwise allowed by law.

If the vehicle owner chooses his own repair facility, the insurer must not limit or discount the reasonable repair costs based on charges that would have been incurred had the vehicle been repaired by the insurer’s chosen shop.

If partial losses are settled on the basis of a written estimate prepared by the insurer, the insurer shall supply the vehicle owner with a copy of the estimate. If, however, the owner obtains a written estimate indicating repairs will cost more, the insurer must do one of the following:

1. Pay the difference between the two estimates.
2. If requested by the vehicle owner, promptly provide that name of at least one repair shop that will make the repairs for the amount in the insurer’s estimate, in which case the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the vehicle owner other than as stated in the policy or otherwise allowed by law.
3. Reasonably adjust the estimate obtained by the vehicle owner and provide a copy of the adjusted estimate.

## Colorado

Crash Parts – In Colorado, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or trademark of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Insurer violations of these regulations are considered to be unfair or deceptive acts.

A repair shop may replace an inflatable restraint system only with a newly manufactured or salvage system, though the vehicle owner has the right to insist on the use of a newly manufactured system.

If the shop is installing a salvage inflatable restraint system, the phrase “salvaged inflatable restraint system” must appear prominently on the face of the invoice.

Steering – In Colorado, the vehicle owner has the right to choose any repair facility for the appraisal or repair of that vehicle.

Insurers are prohibited from engaging in acts of intimidation, coercion, threat or inducement to affect the vehicle owner’s choice or repair shop. Insurers may provide a list of nearby repair shops that meet or exceed industry standards of quality, service or safety.

Insurers are prohibited from contracting with a person to manage, handle or arrange repair work for the insurer on the condition that the repair shop does claims work at a price established by the insurer, with the person receiving a percentage of any compensation paid by the insurer

An insurer that has any ownership interest in a repair shop must disclose that to the vehicle owner at the time any shop recommendation is made.

The vehicle owner has the right to choose any glass repair facility for the repair of that vehicle. Insurers, however, may require that payments be limited to a fair competitive price.

Insurers are prohibited from engaging in any acts of intimidation, coercion or threat to affect the vehicle owner’s choice of glass repair shop.

Insurers are prohibited from agreeing to refund or rebate a vehicle owner’s deductible, or portion thereof, as an incentive to use a particular glass shop.

## **Connecticut**

Crash Parts – In Connecticut, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

An insurer violation of this regulation is considered an unfair or deceptive trade practice.

Any vehicle owner with an insurance policy that provides comprehensive coverage has the right to choose the repair or replacement of all damaged safety glass without regard to any deductible or minimum amount.

Steering – In Connecticut, the vehicle owner has the right to choose any repair facility for the repair of that vehicle.

The vehicle owner shall not be required to use any particular glass repair facility, unless otherwise agreed to in writing.

## **Delaware**

Crash Parts – In Delaware, the vehicle owner has the right to receive an invoice that lists all used, rebuilt or reconditioned parts used in the repair.

Repair facilities are prohibited from installing a non-operative airbag in lieu of a vehicle's operative airbag. The sale, distribution or installation of any airbag or occupant protection system that fails to meet current minimum standards and specifications under federal law is prohibited.

Steering – In Delaware, the vehicle owner has the right to choose any facility for automobile glass repair or replacement.

## **District of Columbia**

Crash Parts – None.

Steering – None.

## **Florida**

Crash Parts – In Florida, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

Replacement parts specified by an insurer must be at least equivalent in kind and quality to the damaged parts prior to the loss in terms of fit, appearance and performance.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of these regulations are considered to be unfair or deceptive trade practices.

The deductible provision of a vehicle owner's comprehensive insurance coverage does not apply to windshield damage.

Steering – When an insurer designates a repair shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy.

## **Georgia**

Crash Parts – In Georgia, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name, logo or identification number of the manufacturer of all aftermarket parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Insurer Shops – Insurers that own repair shops are required to adopt and implement reasonable standards to assure that repairs carried out by those shops are performed in a workmanlike manner.

Steering – In Georgia, a vehicle owner has the right to choose any repair facility for the repair of that vehicle.

## **Hawaii**

Crash Parts – In Hawaii, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner has the right choose to use only OEM parts, but must pay the difference between OEM and non-OEM unless OEM parts are required by the vehicle's warranty. Non-OEM parts specified must be considered equal or better quality than the OEM.

An insurer that specifies non-OEM parts must warrant those parts for not less than 90 days or the same period as the OEM part, whichever is longer. Repair shops may provide information regarding that warranty as well as information on a non-OEM part's compliance with any certified testing program.

Steering – Insurers utilizing a preferred repair provider program are required to offer the vehicle owner a choice of no less than two preferred repair shops.

## **Idaho**

Crash Parts – In Idaho, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of these regulations are considered to be unfair claim settlement practices.

It's considered unlawful for anyone to sell or transfer ownership of a vehicle if it's known, or should reasonably be known, that its airbag or airbag system is inoperable.

Steering – None.



## **Illinois**

Crash Parts – In Illinois, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place. All other parts must also be designated on the estimate as new, used, rebuilt or reconditioned.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

All insurer-specified non-OEM parts must be at least equal to OEM parts in terms of fit, quality and performance. Insurers specifying the use of non-OEM parts must also consider the cost of any modifications which may be needed to make the repair.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Illinois, the vehicle owner has the right to choose any glass repair facility for the repair of that vehicle.

The vehicle owner shall not be required by an insurer to travel an unreasonable distance to either obtain a repair estimate or have the vehicle repaired at a specific repair shop that it recommends.

If partial losses are settled on the basis of a written estimate prepared by the insurer, the insurer shall supply the vehicle owner, upon request, a copy of the estimate. That estimate is required to allow repairs to be carried out in a workmanlike manner, however, if the owner obtains a written estimate indicating repairs will cost more, the insurer must promptly provide the owner the name of a repair shop that will make the repairs in a workmanlike manner. Failure to do so will require the insurer to pay for all costs in excess of its estimate.

## **Indiana**

Crash Parts – In Indiana, the vehicle owner must be given the opportunity to choose in writing the type of parts that will be used in the repair. This applies for five years after the model year of the vehicle.

An insurer that fails to offer the vehicle owner this opportunity or specifies parts different than those selected by the owner is committing an unfair claim settlement practice.

Steering – None.

## **Iowa**

Crash Parts – In Iowa, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of these regulations are considered to be unfair claim settlement practices.

The sale, distribution or installation of a non-operative airbag, as well as the installation of anything in place of an airbag, is prohibited.

Steering – None.

## **Kansas**

Crash Parts – In Kansas, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

The installer of non-OEM parts is held responsible if their installation is found to be negligent.

Violations of these regulations are considered to be deceptive claim settlement practices. These regulations do not apply to vehicles beyond 10 model years.

Steering – The vehicle owner shall not be required by an insurer to travel an unreasonable distance to obtain a repair estimate, have the vehicle repaired at a specific repair shop or inspect a replacement vehicle.

When an insurer does designate a repair shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy and within a reasonable period of time.

An insurer-prepared estimate must be in an amount for which it may be reasonably expected the damage can be satisfactorily repaired.

If an insurer prepares an estimate it may furnish the vehicle owner with the names of one or more conveniently located repair shops.

## **Kentucky**

Crash Parts – In Kentucky, insurers shall only require the use of non-OEM parts considered at least equal in kind and quality to the part being replaced in terms of fit, quality and performance.

Insurers specifying replacement crash parts are required to consider the cost of any modifications which may be necessary when making the repair.

Steering – In Kentucky, the vehicle owner shall not be required to travel an unreasonable distance to either obtain a repair estimate or have the vehicle repaired at a specific repair shop.

If losses are settled on the basis of a written estimate prepared by the insurer, the insurer shall supply the vehicle owner a copy of the estimate. That estimate is required to be reasonable according to the policy and allow repairs to be made in a worker-like manner.

If, however, the owner obtains a written estimate indicating repairs will cost more, the insurer must either pay the difference between the two estimates or promptly provide the owner the name of at least one repair shop that will make the repairs for the amount of the insurer's estimate. If the insurer designates only one or two shops, it must assure that the repairs will be performed in a worker-like manner.

## **Louisiana**

Crash Parts – In Louisiana, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of these regulations are considered to be unfair trade practices.

Steering – In Louisiana, the vehicle owner has the right to choose any repair facility or glass repair facility for the repair of that vehicle.

Insurers are prohibited from establishing an agreement with any company, where that company establishes a price that must be satisfied by a repair shop to do claims repair work for the insurer, and then retains a percentage of the claim.

Insurers are prohibited from establishing an agreement with any individual or company to manage, handle, subcontract, broker or arrange repair work for any glass repair or replacement on a vehicle.

## **Maine**

Crash Parts – In Maine, the vehicle owner must consent in advance to the use of any used or rebuilt parts.

Steering – In Maine, the vehicle owner has the right to choose any glass repair facility for appraisals and repairs.

Insurers are prohibited from establishing an agreement with any person to manage, handle or arrange motor vehicle glass repair or replacement when that individual is paid the difference between the list price of the product or service provided and the amount paid to person providing the service.

Insurer Shops – Insurers that own repair shops are required to adopt and implement reasonable standards to assure that repairs carried out by those shops are performed in a professional manner.

## **Maryland**

Crash Parts – In Maryland, the vehicle owner has the right to know whether non-OEM parts will be used in the repair, and see a list of the replacement parts to be used, prior to work taking place.

The vehicle owner must be informed that the use of certain non-OEM crash parts may modify the original manufacturer's warranty on the parts being replaced.

The vehicle owner has the right to request from the body shop and/or insurer a copy of any applicable warranty for any non-OEM crash parts used.

Violations of these provisions are considered unfair or deceptive practices.

Steering – In Maryland, the vehicle owner has the right to choose any repair facility for the appraisal and repair of that vehicle.

An insurer, adjuster or appraiser may not recommend a specific repair facility without informing the vehicle owner he does not have to follow that recommendation, nor can they intimidate, coerce or threaten an owner to use a specific facility.

An adjuster or appraiser is prohibited from accepting any form of payment from a repair shop for recommending that shop to a vehicle owner.

An insurer is not required to pay an amount for necessary repairs that is greater than the usual amount charged by repair shops within a reasonable distance of the vehicle owner, nor is the insurer prohibited from requiring the owner to drive his damaged vehicle to a facility used exclusively for damage appraisals.

## **Massachusetts**

Crash Parts – In Massachusetts, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

Vehicle owners with insurance policies written before December 31, 2003 have the right to receive only OEM parts on vehicles with less than 15,000 miles; that right extends to 20,000 miles for owners with policies written or renewed after December 31, 2003.

The repairer is required to name the manufacturers or suppliers of all non-OEM crash parts on the vehicle owner's repair order.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Massachusetts, the vehicle owner has the right to choose any repair facility for the repair of that vehicle, unless he has agreed to have a participating repair shop endorsement added to his policy, at which point his shop selection will be limited according to the terms of the policy.

Insurers and appraisers are prohibited from requesting or suggesting that repairs be made in a specific repair shop.

## **Michigan**

Crash Parts – In Michigan, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Michigan, the vehicle owner’s right to choose any repair shop or glass shop for the repair of that vehicle cannot be unreasonably restricted.

Insurers are required to disclose prior to or at the time of the claim whether it has an agreement with a particular shop to provide services.

Insurers are not required to pay more than a reasonable amount for repairs and parts.

## **Minnesota**

Crash Parts – In Minnesota, the vehicle owner has the right to refuse the use of non-OEM parts, other than window glass.

Steering – In Minnesota, the vehicle owner has the right to choose any repair shop or glass repair shop for the repair of that vehicle.

The vehicle owner shall not be required to travel an unreasonable distance to obtain a repair estimate, allow an insurer to inspect an estimate, have the vehicle repaired, allow an insurer to inspect repairs or inspect a replacement vehicle.

If an insurer recommends a particular glass repair shop, it must also advise the vehicle owner that he has the right to go to any glass shop he chooses.

Insurers and adjusters are prohibited from engaging in acts of intimidation, coercion, threat, incentive or inducement to affect a vehicle owner’s choice of glass shop. In this case a warranty is not considered an inducement or incentive.

## **Mississippi**

Crash Parts – In Mississippi, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name, logo or identification number of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Mississippi, the vehicle owner has the right to choose any repair shop or glass repair shop for the repair of that vehicle.

The most an insurer is required to pay for the repair of a vehicle, including glass repair, is the lowest amount that could be properly and fairly secured through a contractor or repair shop within a reasonable geographic or trade area of the vehicle owner.

Sellers of automobile replacement glass are prohibited from advertising to pay all or part of a vehicle owner's insurance deductible.

## **Missouri**

Crash Parts – In Missouri, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

All insurer-specified non-OEM parts must be at least like, kind and quality to OEM parts in terms of fit, quality and performance. Insurers specifying the use of non-OEM parts must also consider the cost of any modifications which may be needed to make the repair.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of these provisions are considered unfair settlement practices.

Steering – In Missouri, the vehicle owner shall not be required to travel unreasonably to obtain a repair estimate, have the vehicle repaired at a specific repair shop or inspect a replacement vehicle.

When an insurer designates a repair shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy and within a reasonable period of time.

## **Montana**

Crash Parts – None.

Steering – In Montana, the vehicle owner has the right to choose any body shop or glass shop for the repair of that vehicle.

Insurers and adjusters are prohibited from engaging in acts that intimidate, coerce or threaten a vehicle owner, or provide an incentive or inducement to use a particular body shop or glass shop.

Insurers may offer the vehicle owner lists of body shops and glass shops that meet reasonable standards and are reasonably close.

Insurers are required to pay for the reasonable and necessary cost of repairing a vehicle, but are not required to pay more than the lowest prevailing market price.

If the vehicle owner uses a body shop not on the insurer's list, the insurer may not be held liable for the repair work performed at that shop.

If the vehicle owner does not use an insurer's list to choose a glass shop, the insurer may require the owner to get up to three competitive bids for the repair.

A body shop is prohibited from charging an insured customer more than an uninsured customer.

## **Nebraska**

Crash Parts – In Nebraska, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name of the manufacturer of all aftermarket parts must be permanently identified on the part, and be visible after installation to the extent possible.

All insurer-specified aftermarket parts must be at least like, kind and quality to OEM parts in terms of fit, quality and performance. Insurers specifying the use of aftermarket parts must also consider the cost of any modifications which may be needed to make the repair.

Steering – In Nebraska, the vehicle owner has the right to choose any repair shop or glass shop for the repair of that vehicle.

An insurer may enter into agreements with repair shops and glass shops aimed at reducing the cost of repair. If the vehicle owner chooses a shop other than the one providing the lowest estimate for like kind and quality repair, the insurer is not responsible for any cost exceeding the lowest estimate.



The vehicle owner shall not be required to travel an unreasonable distance to obtain a repair estimate, have the vehicle repaired at a specific repair shop or inspect a replacement vehicle.

When an insurer designates any owned or affiliated shop for repairs, the insurer shall assure that the repairs are performed in a skillful manner. If non-total losses are settled on the basis of an estimate it prepares, the estimate must be reasonable and of an amount which will allow for repairs to be made in a skillful manner. If the vehicle owner subsequently obtains an estimate indicating the repair will exceed the insurer's estimate, the insurer may either (1) pay the difference between the two, (2) promptly provide the owner with the name of at least one quality repair shop that will make the repairs for the amount of its estimate, or (3) contact the vehicle owner's shop of choice to negotiate the amount of the estimate.

When an insurer designates a specific shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy and within a reasonable period of time.

## **Nevada**

Crash Parts – In Nevada, the vehicle owner has the right to know that non-OEM and used parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner is required to give his written consent before a body shop can install any non-OEM or used crash parts.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

The vehicle owner must give his written consent before a body shop can subcontract a portion of the repair.

Steering – In Nevada, the vehicle owner has the right to choose any body shop for the repair of that vehicle.

An insurer is not required to pay more than the reasonable rate for repairs.

An insurer is prohibited from knowingly recommending an unlicensed body shop.

## New Hampshire

Crash Parts – In New Hampshire, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner has the right to insist on the use of only OEM parts for vehicles less than two years old and with fewer than 30,000 miles.

Insurers are prohibited from requiring the use of non-OEM parts on leased vehicles if the lease specifically provides that such parts will cause a diminution of the residual value of such vehicles.

The manufacturer of all non-OEM parts must be sufficiently and permanently identified on the part, and be visible after installation whenever practicable.

All insurer-specified non-OEM parts must be at least equal in like, kind and quality to OEM parts in terms of fit, quality and performance. Insurers specifying the use of aftermarket parts must also consider the cost of any modifications which may be needed to make the repair.

Violations of these provisions are considered unfair trade practices or deceptive acts.

Steering – In New Hampshire, the vehicle owner has the right to choose any repair shop or glass shop for the repair of that vehicle.

Insurers and adjusters are prohibited from engaging in any act of intimidation, coercion or threat to affect a vehicle owner's choice of repair shop.

Insurers and adjusters are permitted to provide the vehicle owner with the name of an automobile or glass repair shop with which arrangements have been made in regard to repair prices; with that, however, must also come disclosure that the choice remains that of the vehicle owner.

Insurers may limit payment for repair work based on the "fair and reasonable price" by shops in the area. This is intended to cover a range of available prices, including the average area price, and does not mean the lowest price available.

## **New Jersey**

Crash Parts – In New Jersey, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The manufacturer of all non-OEM parts must be sufficiently and permanently identified on the part, and be visible after installation whenever practicable.

All insurer-specified non-OEM parts must be at least equal in like, kind and quality to OEM parts in terms of fit, quality and performance. Non-OEM parts that have been certified by an independent testing laboratory are considered to be in compliance with this requirement.

Insurers specifying the use of aftermarket parts are required to pay for any modifications which may be needed to make the repair.

Non-OEM parts specified by insurers must come with a warranty of reasonable duration and coverage supplied by the manufacturer.

Steering – In New Jersey, the vehicle owner has the right to choose any repair shop for the repair of that vehicle, unless the insurer exercises a right under the policy to repair damaged property.

An insurer's estimate is required to allow for repairs in accordance with generally accepted standards for safe and proper repairs. If the vehicle owner subsequently claims the repair cost will be higher based on an estimate he obtained, the insurer must review the estimate and respond within 10 working days, and may provide or, if requested, must provide the owner the name of a shop that will make the repairs safely and properly.

## **New Mexico**

Crash Parts – In New Mexico, the vehicle owner has the right to know whether the parts used in the repair were aftermarket, used or rebuilt. If a shop or insurer fails to disclose this, it will be assumed the parts installed were new, and will be warranted as such.

Steering – In New Mexico, the vehicle owner has the right to choose any repair shop for the repair of that vehicle.

## **New York**

Crash Parts – In New York, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner must give his consent before an insurer can specify non-OEM parts from more than three different suppliers for any one repair.

All insurer-specified non-OEM parts must equal or exceed OEM parts in terms of fit, form, finish, quality and performance, and be warranted by the manufacturer at least to the extent and duration of the OEM part.

Insurers are required to specify only certified non-OEM parts, if certified parts are available. If a certified part is not available, the vehicle owner must receive a written warranty from the non-OEM manufacturer, for at least as long as he owns the vehicle, stating that the part equals or exceeds the OEM part in terms of fit, form, finish, quality and performance. In addition, the insurer must cause the vehicle to be restored to its prior condition consistent with the non-OEM warranty, at no additional cost to the owner and within a reasonable time, if the manufacturer fails to honor its warranty.

Steering – In New York, the vehicle owner has the right to choose any repair shop for the repair of that vehicle, while the insurer is prohibited from recommending or suggesting a particular shop unless expressly requested by the vehicle owner, except in claims involving window glass only.

If the vehicle owner does utilize a repair shop recommended by the insurer, for a sum estimated by the insurer to be reasonable, the insurer must cause the vehicle to be restored to its prior condition, at no additional cost to the owner and within a reasonable time, if the recommended shop fails to make a safe and proper repair.

## **North Carolina**

Crash Parts – In North Carolina, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

All insurer-specified non-OEM parts must at least equal OEM parts in terms of fit, quality, performance and warranty. Insurers specifying the use of non-OEM parts must also include in the estimate the cost of any modifications which may be needed to make the repair.

Steering – In North Carolina, the vehicle owner has the right to choose any shop for the repair of that vehicle, and no insurer or insurer representative shall recommend a particular shop without clearly informing the owner of his right to use the shop of his choice.

Insurers are prohibited from causing any undue delay in the settlement of a property damage claim based on the vehicle owner's choice of repair shop.

Insurers are prohibited from requiring the vehicle owner to use a drive-in claim service operated by the insurer.

Insurers that require the vehicle owner to obtain more than two estimates must bear the cost, if any, of those additional estimates.

An insurer that has a financial interest in a repair shop must disclose that to the vehicle owner at the time any shop recommendation is made.

### **North Dakota**

Crash Parts – None.

Steering – None.

### **Ohio**

Crash Parts – In Ohio, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner has the right to consent to the use of non-OEM parts by signing off on the estimate.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

All salvage parts used in the repair are required to be of a like kind and quality to the part in need of repair, and be supplied by a licensed salvage dealer.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of these provisions are considered unfair and deceptive claims practices.

Steering – In Ohio, the vehicle owner shall not be required to travel an unreasonable distance to obtain a repair estimate, have the vehicle repaired at a specific repair shop or inspect a replacement vehicle.

When an insurer designates a repair shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy and within a reasonable period of time.

If partial losses are settled on the basis of a written estimate prepared by or for the insurer, the insurer shall supply the vehicle owner a copy of the estimate. If the owner subsequently obtains a written estimate indicating repairs will cost more, the insurer must either pay the difference between the two estimates or promptly provide the owner the name of at least one repair shop that will make the repairs for the amount of the insurer's estimate. If the insurer designates only one shop, it must assure that the repairs will be performed in a workmanlike manner.

## **Oklahoma**

Crash Parts – In Oklahoma, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Oklahoma, the vehicle owner has the right to choose any repair shop or glass shop for the repair of that vehicle.

The vehicle owner shall not be required by an insurer to travel an unreasonable distance to obtain a repair estimate, have the vehicle repaired at a specific facility or inspect a replacement vehicle.

## **Oregon**

Crash Parts – In Oregon, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner must give his consent before any non-OEM part is installed, unless the part has been certified by an independent test facility to be at least equivalent to the part it's replacing in terms of fit, finish, function and corrosion resistance.

The vehicle owner must be informed that the use of certain non-OEM crash parts may invalidate the remaining original manufacturer's warranty on the parts being replaced. Insurers are required to make non-OEM parts warranties available to the vehicle owner upon request.

OEM parts are required to come with a warranty guaranteeing that the parts meet or exceed the standards used in manufacturing the production parts.

Steering – In Oregon, the vehicle owner has the right to choose any repair shop for the repair of that vehicle.

All body shops are required to display a sign alerting vehicle owners of their right to choose a repair shop.

## **Pennsylvania**

Crash Parts – In Pennsylvania, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an appraisal, prior to work taking place.

All replacement parts must be available in a condition equivalent to, or better than, the condition of the replaced parts prior to being damaged.

The vehicle owner must be informed that if the use of a non-OEM crash part voids the existing warranty on the part being replaced or any other part, the non-OEM part must have a warranty equal to or better than the remainder of the existing warranty.

Steering – In Pennsylvania, the vehicle owner has the right to choose any repair shop for the repair of that vehicle.

Insurers must be able to provide information regarding shops that will be able to repair the vehicle for the appraised amount, but they must also disclose the owner's right to choose along with such information.

Appraisers are prohibited from mentioning the name of any repair shop unless they also disclose the vehicle owner's right to choose.

An appraiser is required to obtain the vehicle owner's consent before authorizing the removal of a vehicle from one location to another.

The vehicle owner shall not be required by an insurer to travel unreasonably to obtain a repair estimate, have the vehicle repaired at a specific facility or inspect a replacement vehicle.

If an insurer prepares a damage appraisal, it must be in an amount for which it may be reasonably expected the damage can be satisfactorily repaired. Upon the request of the vehicle owner, the insurer can provide the names of two or more conveniently located repair shops.

When an insurer elects to repair in a first-party claim, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy and within a reasonable period of time.

## **Rhode Island**

Crash Parts – In Rhode Island, the vehicle owner has the right to know that non-OEM parts will be used in the repair, prior to work taking place.

The vehicle owner has the right to insist on the use of only OEM parts for the first 30 months after the vehicle's manufacture.

All non-OEM parts are required to be at least equal in kind and quality to OEM parts in terms of fit, quality and performance.

Insurers shall not, to the extent practical, require the use of multiple non-OEM parts distributors for a single repair.

Insurers specifying the use of non-OEM parts must make allowances for the cost of any necessary modifications, as well as the cost of fitting, removing and/or handling non-OEM parts which do not result in the vehicle being repaired to its pre-damaged condition.

If an insurer-specified non-OEM part fails to repair the vehicle to its pre-damaged condition, the insurer must specify the use of an OEM part.

The vehicle owner has the right to receive a repair bill containing an itemized listing of the parts used in the repair.

Steering – In Rhode Island, the vehicle owner has the right to choose any repair shop for the repair of that vehicle. Once the owner has informed the insurer of his choice of shop, the insurer is prohibited from recommending a different shop.

## **South Carolina**

Crash Parts – None.

Steering – None.

## **South Dakota**

Crash Parts – In South Dakota, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.



Violations of these provisions are considered unfair claims practices.

The vehicle owner has the right to know that all or part of an estimate is based on the use of paintless dent repair (PDR).

Steering – In South Dakota, the vehicle owner has the right to choose any repair shop or glass shop for the repair of that vehicle.

The vehicle owner shall not be required by an insurer to travel an unreasonable distance to either obtain a repair estimate or have the vehicle repaired.

Insurers and adjusters are prohibited from engaging in any act of intimidation, coercion, threat or inducement to affect a vehicle owner's choice of glass shop, but providing a list of reasonably close glass shops is allowed as long as it includes oral and written disclosure regarding the owner's right to choose.

Insurers are allowed to specify the use of paintless dent repair if it's likely to return the vehicle substantially to its pre-damaged condition. If the use of PDR is unsuccessful, however, the insurer is required to pay for the conventional method of repairing the vehicle.

## **Tennessee**

Crash Parts – In Tennessee, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner has the right to insist on the use of only OEM parts for current model year and immediate prior model year vehicles.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Violations of this regulation are considered unfair claims settlement practices.

Steering – None.

## **Texas**

Crash Parts – In Texas, the vehicle owner has the right to choose the type of parts to be used in the repair.

The insurer is not required to pay more than a reasonable amount for such repairs and parts.

Steering – In Texas, the vehicle owner has the right to choose any shop for the repair of that vehicle.

An insurer is prohibited from restricting the vehicle owner's right to choose a shop by requiring he travel an unreasonable distance to repair the vehicle.

An insurer may not prohibit the repair shop from providing the vehicle owner with information that states the description, manufacturer or source of the parts, and the amounts charged to the insurer for the parts and related labor.

## **Utah**

Crash Parts – In Utah, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

A repair shop that is aware that a vehicle's airbag system has been damaged or deployed is required to fully restore, arm and return the system to its original operating condition.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Utah, the vehicle owner shall not be required by an insurer to travel an unreasonable distance to obtain a repair estimate, have the vehicle repaired at a specific facility or inspect a replacement vehicle.

If an insurer prepares or approves a repair estimate, it must be in an amount for which it may be reasonably expected the damage can be satisfactorily repaired. It may also provide the names of one or more conveniently located repair shops.

When an insurer designates a specific shop for repairs, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy and within a reasonable period of time.

## **Vermont**

Crash Parts – None.

Steering – In Vermont, the vehicle owner shall not be required by an insurer to travel an unreasonable distance to obtain a repair estimate, or inspect or obtain a replacement vehicle.

Insurers that insist on a repair being done by a specific repair shop are required to guarantee all work done by that shop.

The vehicle owner has the right to choose a glass repair shop for the repair of that vehicle.

Insurers are prohibited from engaging in any act of intimidation, coercion, threat or misinformation for the purpose of inducing a vehicle owner to use a particular glass repair shop.

## **Virginia**

Crash Parts – In Virginia, the vehicle owner has the right to know that non-OEM parts will be used in the repair prior to work taking place.

All non-OEM parts are required to be at least equal in like kind and quality to OEM parts in terms of fit, quality and performance.

A damage appraisal must be based upon a personal inspection by a representative of the repair shop or the insurer.

Violations of these regulations are considered unfair claims settlement practices.

Steering – In Virginia, the vehicle owner has the right to choose any repair shop for the repair of that vehicle.

Insurers are prohibited from engaging in any act of intimidation or coercion for the purpose of inducing a vehicle owner to use a particular repair shop.

An insurer or insurer representative that recommends a particular repair shop is required to inform the vehicle owner of his right to choose the shop.

An insurer that has a financial interest in a repair shop must disclose that to the vehicle owner at the time any shop recommendation is made.

## **Washington**

Crash Parts – In Washington, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate for all repairs costing more than \$100, prior to work taking place.

A written estimate shall not be required if the vehicle owner or his designee has not had face-to-face contact with the repair facility.

Steering – In Washington, the vehicle owner shall not be required by an insurer to travel an unreasonable distance to obtain a repair estimate, have the vehicle repaired at a specific repair shop or obtain a temporary rental or loaner vehicle.

The vehicle owner has the right to request the insurer provide names of repair shops within the principally garaged area that will satisfactorily complete the repairs for the estimated cost.

When an insurer designates a specific shop for repairs under the terms of the vehicle owner's policy, the insurer must cause the vehicle to be restored to its prior condition at no additional cost to the owner other than as stated in the policy.

Insurers are required to make a good faith effort to honor a vehicle owner's request that repairs be made at a specific shop and are prohibited from arbitrarily denying such a request. A denial based solely on the repair shop's hourly rate would be arbitrary if the rate does not result in a higher overall repair cost.

If the overall cost of repairs cannot be agreed upon, the insurer is required to provide the vehicle owner with the names of reputable, reasonably close repair shops that can satisfactorily complete the repairs for the amount of its estimate.

If a vehicle owner chooses a repair facility at which the overall cost for a satisfactory repair is higher than the insurer's estimate, the vehicle owner may be liable for the difference.

## **West Virginia**

Crash Parts – In West Virginia, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts as well as their manufacturers, prior to work taking place.

The vehicle owner has the right to insist on the use of only OEM parts for a period of three years, the year the vehicle was manufactured and the two succeeding years thereafter.

The vehicle owner must be informed that the use of a non-OEM crash part may invalidate any remaining warranties of the original manufacturer on that crash part.

Violations of these regulations are considered unfair claims settlement practices.

Steering – In West Virginia, the vehicle owner shall not be required by an insurer to travel unreasonably to obtain a repair estimate, have the vehicle repaired at a specific shop or inspect a replacement vehicle.

If an insurer prepares or approves a repair estimate, it must be in an amount for which it may be reasonably expected the damage can be satisfactorily repaired. It may also provide the names of one or more conveniently located repair shops that will perform the repairs for the amount tendered in the settlement of the claim.

When a repair is conducted at a shop of the insurer's choice, for a sum estimated by the insurer to be reasonable to repair the vehicle, the insurer must, at no additional cost to the vehicle owner and within a reasonable period of time, cause the vehicle to be restored to its prior condition if the shop it recommended fails to do so.

Insurers that require the vehicle owner to obtain one or more estimates must bear the cost of any reasonable charges for those estimates.

The vehicle owner has the right to choose any glass repair shop for the repair of that vehicle.

Insurers and adjusters are prohibited from engaging in any act of intimidation, coercion or threat for the purpose of inducing a vehicle owner to use a particular glass repair shop, however, they are permitted to enter into an agreement with any company regarding glass and glass repair prices.

Insurers and adjusters that provide the vehicle owner with a list of reasonably close glass repair shops must also inform the owner of his right to choose the shop.

Insurers are required to fully pay the cost of glass repair from any non-listed glass repair shop, less any applicable deductible, at no less than the prevailing market price charged by other glass shops providing comparable services in the same geographic area.

Glass repair shops are prohibited from waiving insurance deductibles or offering rebates, discounts or other incentives for repairs being reimbursed by an insurer.

## **Wisconsin**

Crash Parts – In Wisconsin, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The name or logo of the manufacturer of all non-OEM parts must be affixed to or inscribed on the part, and be visible after installation whenever practicable.

The vehicle owner must be given notice that any warranties that apply to the non-OEM parts will be provided by the manufacturer or distributor of the parts and not the manufacturer of the vehicle.

Steering – In Wisconsin, the vehicle owner has the right to choose any glass repair shop for the repair of that vehicle.

## **Wyoming**

Crash Parts – In Wyoming, the vehicle owner has the right to know that non-OEM parts will be used in the repair, and see a listing of those parts on an estimate, prior to work taking place.

The vehicle owner has the right to insist on the use of only OEM parts.

All non-OEM parts are required to be at least of equal quality in terms of fit and performance to the OEM parts they're replacing.

The manufacturer of all non-OEM parts must be sufficiently and permanently identified on the part, and be visible to the extent possible after installation.

Steering – None.