



California Motorist Bill of Rights

1. Do I have the right to take my car to the shop of my choice?

YES - Only you may select the repair facility.

2. Should my insurance company be notified before repairs?

YES - Your policy states that if requested, you must file a sworn proof of loss, exhibit the damaged property and submit to examination under oath.

3. Do I need to contact more than one shop for an estimate?

NO - Only one estimate from the shop of your choice is required of you. Securing any additional estimate would be the obligation of your insurance company. The Bureau of Automotive Repair Requires you to be given a written estimate before starting repairs.

4. Am I responsible for the cost of repairs?

YES - You are responsible to the repair facility for payment of repairs. If you are insured, your insurance contract states that the insurance company will pay you for the loss, less any applicable deductibles or depreciation. Any arrangements for payment by your insurance company are your responsibility.

5. Is the repair facility responsible for the repairs performed on my car?

YES - The Automotive Repair Act of 1971 requires all repair dealers to be registered with the State of California and to post a sign. This act Section 9884.7 (1) (g)] indicates that the Department of Consumer Affairs may invalidate the registration of the repair dealer for a number of causes, including: Willful departure from or disregard of accepted trade standards for good and workman-like repair. In particular, this section would apply to any repairs which would render a car unsafe. The repair facility will use diligence in locating parts and materials to expedite repairs.

6. If I am having difficulties with my insurance company do I have recourse?

YES - First consult with your insurance agent or broker. Then if your problems still have not been resolved, consult with the Department of Insurance, State of California at offices in Sacramento, San Francisco, Los Angeles, and San Diego.

7. If my insurance company does not agree with the amount of loss, do I have recourse other than Number 6?

YES - Your policy could provide that when the insured and insurer fail to agree in the amount of loss, both parties are entitled to arbitration

TYPICAL ARBITRATION CLAUSE

When the insured and insurer fail to agree in the amount of loss, either party may demand an appraisal of loss within 60 days after proof of loss is filed. The insured and insurer must each then select a competent appraiser and the appraiser in turn must select a competent and disinterested umpire. Should there be a disagreement as to the amount of loss, the appraisers must submit their differences to the umpire. An award of any two determines the amount of loss.