

Shop tip # 45 revised sample authorization request letter:

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REPAIR ORDER # _____

DATE _____

Dear CUSTOMER NAME, Thank you for choosing SHOP NAME for the repairs to your Year & brand of vehicle.

Attached to this e-mail you will find a copy of a detailed repair plan estimate package that includes the repair estimate in the amount of \$ _____ dollars, photos of your vehicle in various stages of disassembly, and copies of the required repair procedures approved by the manufacturer of your vehicle that we must follow in order to preserve the safety, structural, electronic, mechanical and exterior surfaces to pre-accident condition.

We will send this entire estimate package to your insurance company on your behalf if you have authorized us to do so.

It is critically important that you arrange to come to our office located at SHOP ADDRESS as soon as you receive this notice so together, we can inspect the vehicle and go over the necessary repairs in detail prior to you authorizing any repairs.

An insurance company is prohibited from representing a customer involved in an insurance claim in any auto body shop in the in the state of California. Section 9884.9(d) of the California Business and Professions Code. Also, all auto body shops are prohibited from representing a "CLAIMANT" in an insurance claim in the state of California. Sections 2695.2 (c) and 2695.5 (c) of the California Fair Claims Settlement Practices Regulations.

What this means is that you will need to be the person presenting the claim to the insurance company and you will need to know what the insurance company must include in the settlement amount.

We will assist and advise you with your negotiations with the insurance company but we cannot do it for you.

We will not begin the repairs to your vehicle until you formally authorize us to begin repairing your vehicle using the repair authorization document attached to this letter. However, because of shop space limitations, we request that you provide us with the authorization to repair your vehicle within _____ business days from the date of this notification. We will provide you with "grace period" free storage during that time.

If repairs are not authorized at the end of the free storage grace period, storage will be charged at a rate of \$ _____ per calendar day as follows:

- Storage will begin to accrue one calendar day after the "grace period" ends and will continue until the Vehicle is removed from our premises or a lien arises (15 days) and a lien will be filed.

- Storage will continue until all accrued storage fees, tear down fees and any other authorized fees are Paid and the vehicle is removed from our premises.

IF you cannot authorize repairs by the designated date because your insurance company was unable to process your claim in a timely manner and you subsequently authorize us to repair your vehicle based on our repair plan, we will waive all tear down fees, storage fees and lien fees. We may, at our discretion, discount some minor items that your insurer approved differently than our repair plan. However, we will not deviate from the manufacturer's required repair procedures approved by the manufacturer of your vehicle that we must follow to preserve the safety, structural, Electronic, mechanical, and exterior surfaces to pre-accident condition. In this case, you will be required to pay the cost of those repairs yourself.

Attention: this document is general in nature and deals with various laws and regulations. It should be not considered as legal advice. It is recommended that you seek the advice of an attorney specializing in this area of the law if you encounter a problem.