



NANCY VANDERMEER

STATE REPRESENTATIVE • 70TH ASSEMBLY DISTRICT

TO: Honorable Members of the Senate Committee on Agriculture, Small Business, and Tourism

FROM: State Representative Nancy VanderMeer

DATE: January 13, 2016

SUBJECT: Testimony in Support of SB 495

Thank you Chairman Moulton and members of the Senate Committee on Agriculture, Small Business, and Tourism for holding a hearing on Senate Bill 495 today. As the author of this legislation, along with Senator Kapenga, I am pleased to testify before you and to take any questions that committee members may have.

Under current law, the total liability of a renter or authorized driver for damage to a rented private passenger vehicle may not exceed the actual costs to repair the vehicle or the fair market value of the vehicle immediately before the damage occurred, whichever is less, and the costs incurred by the rental company for towing and storage of the vehicle. A rental company may not hold a renter or driver of a rental vehicle liable for loss of use of the vehicle.

This bill creates a limited set of circumstances under which a rental company may hold a renter or driver of a rental vehicle responsible for loss of use of the vehicle. The circumstances include instances where a vehicle has been damaged in an accident for which the renter or driver is cited or charged with inattentive driving, reckless driving, operating while intoxicated, homicide by negligent operation or intoxicated use of a vehicle, or a failure to yield violation that resulted in bodily harm or death.

Wisconsin is only one of three states that does not allow rental companies to seek recovery for loss of use, thus forcing them to raise everyone's rates to absorb the cost. This legislation does not guarantee that such claims would be successful, it just no longer denies rental companies the opportunity to seek recovery for loss of use when they are unable to rent out a vehicle due to damage.

In closing, I ask that you join Senator Kapenga and myself in support of this legislation. Thank you for the opportunity to testify here today, I would be happy to answer any questions you may have at this time.



CHRIS KAPENGA

WISCONSIN STATE SENATOR

Testimony on Senate Bill 495

Senate Committee on Agriculture, Small Business, & Tourism

January 12, 2016

Thank you Chairman Moulton and committee members for holding a public hearing today on Senate Bill 495. I also want to thank Representative VanderMeer for working to advance this legislation in the Assembly.

When a owner's property is damaged, they are unable to use that property until it is either repaired or replaced. This is problematic to business owners dependent on that property. In these circumstances, owners are entitled to a loss-of-use payment from the responsible party. Notably, this fee may be charged when a renter damages property such as snowmobiles, boats, motorhomes, etc. However, rental car owners are denied this right. Wisconsin is one of only a few states that specifically denies rental car owners the right to be compensated for loss-of-use when a vehicle is damaged by a renter under a rental agreement. When the damage happens, they are unable to rent that vehicle out.

Senate Bill 495 creates a limited set of circumstances in which a rental company may hold a renter or driver of a rental vehicle responsible for loss-of-use of the vehicle. These circumstances include when a vehicle is damaged in an accident for which the driver is cited or charged with one of the following; operating while intoxicated, homicide by negligent operation or intoxicated use of a vehicle, reckless or inattentive driving, or a failure to yield that results in bodily harm or death. Clearly, in these circumstances, the rental car owner should not be required to suffer a loss due to the renter's negligence.

The bill also defines how loss of use will be calculated in these decisions. Under the bill, loss-of-use fees are to be determined in accordance with the current industry standard. By writing the formula into statute, it ensures that loss-of-use fees will be fairly charged to the consumer or their insurer.

Wisconsin is an outlier when it comes to allowing car rental agencies to recover damages for the loss of being unable to rent out a vehicle. This bill is a sensible middle ground that limits their ability to recover these damages in instances where there has been clear negligence.

Thank you, Mr. Chairman. At this time I will be happy to answer any questions from the committee.

TO: Senate Committee on Agriculture, Small Business, and Tourism

FROM: Matt Banaszynski, Executive Vice President
Independent Insurance Agents of Wisconsin (IIAW)

DATE: January 13, 2016

RE: **Opposition to Senate Bill 495**

On behalf of the more than 5,000 members of the Independent Insurance Agents of Wisconsin (IIAW), we respectfully urge members of the Senate Agriculture, Small Business, and Tourism Committee to **oppose** Senate Bill 495 (SB 495). This bill proposes to substantively alter current law by allowing rental car companies to hold a consumer of a rented vehicle financially liable for "loss of use" even though there is no actual loss of business to the rental car company.

Wis. Stat. 344.574(2)(b) specifically prohibits rental car companies from holding consumers liable for loss of use because previous legislatures going back to 1989 recognize this as an important consumer protection. As independent agents who seek to minimize risk to our customers, we believe this legislation from the rental car industry unfairly creates more financial liability and risk to the consumer when none may exist for the rental car companies. The real world implications of this bill are not about actual loss of use, but rather it's more about an industry trying to coerce consumers into purchasing the company's rental car insurance coverage, otherwise referred to as a collision damage waiver (CDW). The damage waiver being offered by these companies is often times confusing, expensive, and in some instances can be more costly than the car rental itself.

Furthermore, if the rental car industry is now asking the Legislature to allow them to place more financial risk and liability onto consumers, then the legislation before you should, at a minimum, be amended (Wis. Stat. 344.576) to require that only a properly trained, licensed professional and insurance intermediary provide the consumer with collision damage waiver insurance coverage. Arguably, our statutes should already reflect this requirement despite this bill because a rental car company's collision damage waiver meets the basic definition of insurance - it fundamentally transfers risk from the car renter to the rental car company.

Therefore, we again urge your opposition to SB 495. Instead, we request that the committee consider amending Wis. Stat. 344.576 by requiring the use of licensed and trained insurance professionals when a rental car company attempts to transact collision damage waiver insurance coverage. We believe this change would serve the best interests of consumers and your constituents.

Thank you for your time and thoughtful consideration of our concerns.



Property Casualty Insurers
Association of America

Advocacy. Leadership. Results.

Jeffrey Junkas
Assistant Vice President, State Government Relations

January 12, 2016

The Honorable Terry Moulton
Chairman, Committee on Agriculture, Small Business and Tourism
Room 411 South
State Capitol
Madison, WI 53707

Re: OPPOSE Senate Bill 495, Rental Car "Loss of Use"

Dear Chairman Moulton and Committee Members:

The Property Casualty Insurers Association of America (PCI) is a trade association representing nearly 1,000 property and casualty insurance companies, many headquartered in Wisconsin that write more than \$183 billion in direct written premium, including 52 percent of the state's market.

PCI's mission is to promote and protect the viability of a competitive private insurance market for the benefit of consumers and insurers. To that end, we oppose Senate Bill 495, which changes the law regarding "loss of use" for rental cars – despite zero concrete evidence showing the need for such a change – and would be a costly new process with an open invitation for fraud and abuse.

The bill creates a kind of 'strict liability' for the renter for up to 30 days loss of use, giving a rental car company every incentive to overstate the repair times, while the driver's insurer is unlikely to have any opportunity to inspect the damaged vehicle to verify the claim. Also, by allowing recovery at the daily rental rate, a rate that factors in costs of maintaining the vehicle, profit on the rental and an administration fee for simply making a claim, these claims become a source of profit, rather than indemnification and bad public policy.

Additional concerns include in Sec. 344.574(2)(b), which indicates every 2.5 hours of labor on the repair would equal one full day for loss of use. Even factoring in common business hours for rental car offices (e.g. 8:00a.m. to 5:00p.m.) 2.5 is still a less than 1/3 of a "day." This provision is much too generous in our opinion. At least four to five hours is would be reasonable.

In addition there is no consideration of the number of vehicles the rental company does not have in use during the duration of the repairs. For example if 80 percent of their fleet is rented at any given time, there are times when the damaged vehicle would normally be sitting on their lot not being rented. If they always have vehicles available to rent, is there really any loss of use?

PCI can understand the rental car industry's desire to reduce costs, but enacting SB 495 would simply trample on the renter's (or their insurer's) rights to defend themselves.

For the above reasons, PCI urges a "no" vote on Senate Bill 495.

Please contact me directly at 847-553-3678 or via email at jeffrey.junkas@pciaa.net with any questions or Scott Stenger, PCI's Wisconsin counsel, at 608-287-0403 or via email scott@stengergov.com.

Sincerely,



Jeffrey Junkas

cc: Scott Stenger
Commissioner Nickel, OCI



Est. 1958

Midwestern Wheels, Inc.

Loss of Use Legislation Outline of Committee Testimony 2015 SENATE BILL 495

Background:

- I. Bill needed to correct an unfair law that doesn't allow a rental car owner in Wisconsin to claim loss of use when a renter damages a vehicle, even under the most aggravated circumstances.
 - A. What is loss of Use? Loss of use refers to property being unavailable to an owner due to some contingency and the owner's legal right to be compensated for that loss.
 - B. No other rental business is prohibited from recovering for loss of use when an item is damaged by a renter; only rental car companies are singled out under Wisconsin law for that treatment.
 - C. Forty-seven other states allow loss of use claims for damage to rental cars and eight of those (including neighboring MN) mandate that auto insurers provide coverage for loss of use. Most states, however, simply let contract law and the rental agreement apply.
 - D. The National Association of Insurance Commissioners (NAIC), the body composed of state insurance regulators includes loss of use under the definition of "damage" in its Collision Damage Waiver Model Act.
- II. What does the bill do?

The bill is straight-forward and creates a limited set of circumstances under which a vehicle renter may be held responsible for loss of use. These are instances where a vehicle has been damaged and the driver has been cited or charged with OWI, homicide by negligent operation or intoxicated use of a vehicle, reckless or inattentive driving, or failure to yield resulting in bodily harm or death.

This bill also creates a definition, as well as reasonable terms and limits, under which a loss of use claim could be pursued in these circumstances. The legislation offers no guarantees that any claim would be successful, but most importantly, it no longer denies small businesses such as ours their right to seek recovery for loss of use when a vehicle is damaged and a seriously-negligent driving is involved. The bill would also assure that good
(Please continue on other side)



Midwestern Wheels, Inc.
P. O. Box 1935
Appleton, Wisconsin 54912-1935
Tel: 920-730-7570 • Fax: 920-730-7564



drivers ultimately don't have to pick up the costs of irresponsible drivers when a vehicle is damaged in those specific situations.

- III. Legislation is needed because now small business owners who are employers and taxpayers must absorb the cost of having a vehicle out of service, in effect, raising their overhead and the cost of doing business. This in turn gets reflected in rental rates. When the damage to a vehicle is caused by reckless or negligent driving and we are not allowed to be reimbursed for loss of use, these costs ultimately get passed on to all renters.

Thank you for your support of this bill.

Sincerely,
Midwestern Wheels, Inc.

A handwritten signature in blue ink, appearing to read "Bill Wallschlaeger".

Bill Wallschlaeger
President

SB495 / AB672

“Loss of Use” and Rental Vehicles

Background:

When used in a legal or insurance context, “loss of use” refers to compensation for economic losses when an income-producing asset is out of service due to some contingency. In the case of a rental vehicle, the most common example of a situation where “loss of use” occurs is when a vehicle is damaged while under a rental agreement. During the time the car is being repaired, the rental car operator “loses the use” of the vehicle and any income while it is out of service. Meanwhile the operator has to make payments on the vehicle which also continues to depreciate.

Property and casualty insurance policies generally recognize and compensate for “loss of use” when it occurs as a result of a covered incident. Due to a specific prohibition in Wisconsin law, however, rental vehicle operators since 1990 have been denied reimbursement for loss of use.

Issues:

- The current prohibition in Wisconsin on recovering loss of use negates a basic legal entitlement. It also creates a financial hardship for rental car companies, many of whom, as independent franchisees, are small business owners with limited vehicle fleets. This is equity or fairness issue that needs to be corrected!
- Loss of use is a common law concept that recognizes that the owner of damaged personal property is entitled to reimbursement by the person who damaged the property.
- The courts have consistently and repeatedly upheld the legal entitlement of a property owner to be reimbursed for loss of use under tort law. The Supreme Court of Wisconsin addressed this question directly and endorsed the collection of loss of use in *Nashban Barrel and Container Co., Inc. vs. G.G. Parsons Trucking Co. et al* (49Wis. 2d 448)
- Forty-seven other states allow recovery of loss of use for a rental vehicle and the National Association of Insurance Commissioners (NAIC) includes loss of use in its Collision Damage Waiver Model Act definition of “damage” to a rental vehicle.

Please support legislation that creates a limited set of circumstances under which a negligent driver who damages a rental vehicle can be held responsible for loss of use of the vehicle. This legislation offers no guarantees that a claim for loss of use costs will be successful but importantly, it no longer denies rental car owners their right to seek recovery for loss of use when a vehicle is damaged due to negligent driving.

Mayfair Rent-A-Car Loss of Use Examples

1. Renter was cited for inattentive driving. Vehicle was out of fleet for 82 days. \$34.00 per day - Loss of Use \$2,788.00.
2. Renter allowed an unauthorized driver to drive the rental car. He damaged the car. The renter did not disclose the friend's name to the police. Vehicle was out of fleet for 64 days. \$20.48 per day – Loss of Use \$1,310.72.
3. Renter was cited for OWI. Vehicle was out of fleet for 69 days. \$59.99 per day – Loss of Use \$4,139.31.
4. The authorized additional driver and boyfriend would not admit who was driving when the vehicle crashed. Both were found to be drinking. Vehicle was out of fleet for 84 days. \$41.99 per day – Loss of Use \$3,527.16.
5. Renter gave keys to unauthorized driver and he damaged the vehicle. Vehicle was out of fleet for 31 days. \$32.99 per day – Loss of Use \$1,022.69.
6. Renter fled at high speeds from the police and crashed the vehicle into a railroad crossing. Sited for OWI. It took 36 days to resolve. \$79.99 per day – Loss of Use \$2,879.64.
7. Renter abandoned rental car, likely due to damaging it. Police advised of us of our abandoned vehicle. Vehicle as out of fleet for 76 days. \$56.99 per day – Loss of Use \$4,331.24.
8. Vehicle had hail damage upon return. The Renter's insurance company was uncooperative. Vehicle was out of fleet for 60 days. \$22.75 per day – Loss of Use \$1,365.00.

MAYFAIR RENT-A-CAR

1720 Paramount Dr. Waukesha, WI 53186

Contract Damages Claimed

Renter: _____
Rental Agreement: _____
Claim No.: _____

Date of Loss: **7/1/2010**

Amount of physical Damage to Vehicle: \$9,578.99
Towing: \$0.00
Teardown and storage: \$0.00
Mileage: \$0.00

Total: \$ 9,578.99

Loss of Use Calculation

Hours	64
<hr/> Total Hours	<hr/> 64
Hours/Day	2.5
Additional Admin Days	3
<hr/> Total Days	<hr/> 28

Total Days	28
Rate	34.00

Total: \$952.00

Diminished Value

Total: \$0.00

Administrative Fee

A nominal fee is charged for the administration of a claim file. This fee is for compensation of time and supplies reasonably necessary to collect for the damages owed.

Damages of	Fee
Up to \$1,000	\$50.00
\$1001.00 - \$2,500.00	\$100.00
\$2500.01 - \$5,000.00	\$175.00
Above \$5,000.01	\$250.00

Total Fee: \$0.00

Total Damages Claimed: \$ 10,530.99

Your responsibility is for 100% of the damages claimed.

LESS DEDUCTIBLE -

TOTAL AMOUNT DUE \$ 10,530.99

EWALDS COLLISION CENTER
 1/2 MILE EAST OF THE AIRPORT ON LAYTON
 2727 E. LAYTON AVE. CUDAHY, WI 53110
 PHONE: 414-481-8500 FAX: 414-482-7591
 TAX ID# 20-1525184

CD LOG NO 11780-1 DATE 07/08/10

SHOP: EWALD'S COLLISION CENTER INSP DATE: 07/08/10
 CONTACT: JOHN

OWNER: MAYFAIR RENT A CAR

CLAIM#: 7393 FILE HANDLER: BETH
 POINT OF IMPACT: 0

LIC#: 310-RXK STATE: VIN: KNAGG4A80A5397393
 BODY COLOR: SILVER MILEAGE: 2,585
 CONDITION: ACCTNG CTL#:

*=USER-ENTERED VALUE E=REPLACE OEM NG=REPLACE NAGS
 EC=REPLACE ECONOMY UE=REPLACE OE SURPLUS UC=RECONDITIONED PRT
 UM=REMAN/REBUILT PRT EU=REPLACE SALVAGE EP=REPLACE PXN
 OE=REPLACE PXN OE SRPLS PC=PXN RECONDITIONED PM=PXN REMAN/REBUILT
 TE=PARTL REPL PRICE ET=PARTL REPL LABOR IT=PARTIAL REPAIR
 I=REPAIR L=REFINISH BR=BLEND REFINISH
 TT=TWO-TONE CG=CHIPGUARD SB=SUBLET
 N=ADDITIONAL LABOR RI=R&I ASSEMBLY P=CHECK
 AA=APPEAR ALLOWANCE RP=RELATED PRIOR UP=UNRELATED PRIOR

2010 KIA OPTIMA LX 4DOOR SEDAN 4CYL GASOLINE 2.4
 CODE: KA314A/E OPTNS C/24IK

OPTIONS:
 TWO-STAGE - EXTERIOR SURFACES TWO-STAGE - INTERIOR SURFACES
 ANTI-LOCK BRAKE SYSTEM STABILITY CONTROL

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
E	0033		COVER, FRONT BUMPER	865112G510	275.45			1.2	1
L	0033		COVER, FRONT BUMPER	REFINISH				3.1	4
E	0038		DEFLECTOR, VALANCE PANE	865902G500	23.10			INC	1
E	0023		FILLER, FRONT BUMPER LT	865632G510	11.40			INC	1
E	0123		BRKT, FRONT BUMPER M LT	865132G500	9.80			INC	1
E	0138		BRKT, FRONT BUMPER M LT	865512G500	17.95			INC	1
E	0041	01	HEADLAMP ASSY, HALOG LT	921012G530	361.75			INC	1
N	0973		HEADLAMPS AIM	ADDNL LABOR OPERA				0.4	1
E	0073	07	PANEL ASSEMBLY, RAD SUP	641012G500	434.40			8.4	1
E	1840		SENSOR, TEMP	969852D000	46.53			0.2	2
N	0980		A/C EVAC RECHRG & RCVR	ADDNL LABOR OPERA				1.8	2
E	0753		CRADLE, ENGINE	624052G300	647.88			3.6	2
E	0103		FENDER, FRONT	LT 663112G500	243.05			1.4	1
L	0103		FENDER, FRONT	LT REFINISH				3.1	4
E	0046		SKIRT, INNER FENDER	LT 868112G500	34.30			INC	1

2010 KIA OPTIMA LX 4DOOR SEDAN
 CD LOG NO 11780-1

E 0723	SHIELD,ENGINE LOWER	LT 291102G600	16.10	0.1	2
E 0765	RESONATOR,AIR CLEANER	282302G200	47.80	0.6	2
E 0804	SNSR,FRT TIRE PRESS	LT 529332G200	70.00	0.1	2
E 0901	WHEEL,FRONT	LT 529102G451	145.95	0.2	1
E 0917	01 COVER,FRONT WHEEL	LT 529602G100	57.32		1
N 0970	SUSP ALIGN,4 WHEEL	ADDNL LABOR OPERA	79.95*	INC*	2
E 0657	01 HUB,FRONT WHEEL	LT 5175039603	136.48	INC	2
E 0694	BEARING,FRONT WHEEL	LT 5172038110	70.40	INC	2
E 1970	HOSE,FRONT BRAKE	LT 587152G100	14.30	0.4	2
E 0655	KNUCKLE,STEERING	L/F 517152G101	236.87	0.9	2
E 0577	BALL JOINT,LOWER AR	LT 517602G000	45.25	0.7	2
E 0653	ARM,LOWER CONTROL	L/F 545002G501	206.08	0.5	2
E 0659	STRUT ASSEMBLY,FRON	LT 546512G310	145.50	1.3	2
E 0678	ROD,FRT STABILIZER	LT 548302G000	26.55	0.1	2
E 0692	SENSOR,ANTI-LOCK BR	LT 598102G100	106.55	INC	2
E 0668	01 JOINT,FRONT AXLE	LT 495012G001	558.35	0.8	2
E 0711	END,TIE ROD OUTER	L/F 568202G000	40.83	0.1	2
E 0014	MLDG,ROCKER PANEL	LT 877512G500	147.35	INC	1
L 0014	13 MLDG,ROCKER PANEL	LT REFINISH		2.3	4
I 0209	PNL,FRONT DOOR OUTE	LT REPAIR		2.5*	1
L 0209	PNL,FRONT DOOR OUTE	LT REFINISH		2.3	4
RI0058	W/STRIP,BELT OUTER	LT R&I ASSEMBLY		0.2	1
RI0026	MLDG,FRONT DOOR SID	LT R&I ASSEMBLY		0.6	1
RI0237	MIRROR,OUTER R/C	LT R&I ASSEMBLY		0.5	1
RI0241	HANDLE,FRONT DOOR O	LT R&I ASSEMBLY		0.4	1
E 0287	DOOR SHELL,REAR	LT 770032G010	440.22	4.7	1
L 0287	DOOR SHELL,REAR	LT REFINISH		3.4	4
E 0031	MLDG,REAR DOOR SIDE	LT 877212G000	38.55	0.3	1
L 0031	MLDG,REAR DOOR SIDE	LT REFINISH		0.5	4
I 0389	PANEL,QUARTER	LT REPAIR		6.5*	1
L 0389	PANEL,QUARTER	LT REFINISH		2.4	4
N 0584	REAR BUMPER COVER R&I	ADDNL LABOR OPERA		1.0	1
N 0587	RR BUMPER CVR OVERHAUL	ADDNL LABOR OPERA		0.7	1
I 0584	COVER,REAR BUMPER	REPAIR		1.0*	1
L 0584	10 COVER,REAR BUMPER	REFINISH		3.0*	4
ECM03	FLEX ADDITIVE	ECONOMY PART	5.00*		4*
ECM05	RUSTPROOFING	ECONOMY PART	5.00*	0.3*	1*
SBM60	HAZARD. WSTE. REM.	SUBLET REPAIR	5.00*		1*
N	FRAME RACK SET-UP	ADDNL LABOR OPERA		1.0*	3*
N	SHEET METAL PULL	ADDNL LABOR OPERA		1.0*	1*

55 ITEMS

MC MESSAGE(S)

01 CALL DEALER FOR EXACT PART NUMBER / PRICE

07 STRUCTURAL PART AS IDENTIFIED BY I-CAR

10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS	4,656.06
OTHER PARTS	89.95
PAINT MATERIAL	643.20

2010 KIA OPTIMA LX 4DOOR SEDAN
CD LOG NO 11780-1

PARTS & MATERIAL TOTAL					5,389.21
TAX ON PARTS & MATERIAL @				5.600%	301.80
LABOR	RATE	REPLACE HRS	REPAIR HRS		
1-SHEET METAL	52.00	18.2	13.1		1,627.60
2-MECH/ELEC	85.00	9.4	1.8		952.00
3-FRAME	52.00		1.0		52.00
4-REFINISH	52.00	20.1			1,045.20
5-PAINT MATERIAL	32.00				
LABOR TOTAL					3,676.80
TAX ON LABOR		@		5.600%	205.90
SUBLET REPAIRS					5.00
TAX ON SUBLET		@		5.600%	0.28
TOWING					
STORAGE					

GROSS TOTAL 9,578.99

NET TOTAL 9,578.99

SHOPLINK U0633 ES CD LOG 11780-1 DATE 07/08/10 10:20:00AM R6.37 CD 06/10
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53110
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

3.8 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.
AUDATEX TWO-STAGE EXTERIOR THRESHOLD OF 2.5 HOURS WAS CALCULATED IN THIS
ESTIMATE.

Copy

*Wisconsin Insurance Report Business of 2014
Financial and Statistical Data, Table E*

OTHER LIABILITY

RANK	INSURER	% OF MARKET	PREMIUMS WRITTEN
1	WEST BEND MUTUAL INS CO	7.7	\$ 59,929,884
2	FEDERAL INS CO	5.6	43,041,530
3	AMERICAN FAMILY MUTUAL INS CO	5.3	41,044,217
4	NATIONAL UNION FIRE INS CO OF PITTSBURGH	4.2	32,645,790
5	ZURICH AMERICAN INS CO	3.8	29,437,206
6	ACUITY A MUTUAL INS CO	3.8	29,394,345
7	CONTINENTAL CASUALTY CO	3.7	28,419,065
8	VIRGINIA SURETY CO INC	2.7	20,886,822
9	TRAVELERS PROPERTY CASUALTY CO OF AMER	2.6	19,979,331
10	STATE FARM FIRE & CASUALTY CO	2.6	19,911,439
11	CINCINNATI INS CO THE	2.4	18,716,080
12	TRAVELERS CASUALTY & SURETY CO OF AMER	2.1	16,628,168
13	CUMIS INS SOCIETY INC	2.0	15,700,234
14	ACE AMERICAN INS CO	1.4	10,827,989
15	EMPLOYERS MUTUAL CASUALTY CO	1.2	8,974,329
16	LEAGUE OF WI MUNICIPALITIES MUTUAL INS	1.0	8,057,615
17	WILSON MUTUAL INS CO	1.0	7,670,505
18	GREAT AMERICAN INS CO	0.9	7,127,865
19	TRAVELERS INDEMNITY CO THE	0.9	6,711,213
20	SECURA INS A MUTUAL CO	0.9	6,597,170
TOTALS FOR 20 RANKED INSURERS		55.7	\$ 431,700,797
TOTALS FOR 400 RANKED INSURERS WRITING THIS LINE		100.0	\$ 775,200,136

PRIVATE PASSENGER CARS

RANK	INSURER	% OF MARKET	PREMIUMS WRITTEN
1	AMERICAN FAMILY MUTUAL INS CO	18.0	\$ 477,201,512
2	STATE FARM MUTUAL AUTOMOBILE INS CO	13.3	353,879,821
3	ARTISAN & TRUCKERS CASUALTY CO	9.0	238,663,766
4	PROGRESSIVE UNIVERSAL INS CO	6.2	163,366,289
5	ACUITY A MUTUAL INS CO	3.8	100,477,445
6	ALLSTATE PROPERTY & CASUALTY INS CO	3.4	89,229,107
7	WEST BEND MUTUAL INS CO	3.0	80,416,613
8	MID CENTURY INS CO	2.2	57,235,781
9	ERIE INS EXCHANGE	2.1	55,414,446
10	GEICO CASUALTY CO	2.0	54,296,352
11	AMERICAN STANDARD INS CO OF WI	1.6	41,526,727
12	WISCONSIN MUTUAL INS CO	1.4	37,716,436
13	OWNERS INS CO	1.3	33,594,303
14	GEICO GENERAL INS CO	1.2	31,240,940
15	RURAL MUTUAL INS CO	1.2	31,000,821
16	AUTO CLUB GROUP INS CO	1.1	30,297,682
17	SECURA SUPREME INS CO	1.1	30,253,787
18	FARMERS AUTOMOBILE INS ASSN THE	1.1	28,728,028
19	STATE FARM FIRE & CASUALTY CO	1.0	27,827,419
20	LM GENERAL INS CO	1.0	25,717,564
TOTALS FOR 20 RANKED INSURERS		74.9	\$ 1,988,084,839
TOTALS FOR 169 RANKED INSURERS WRITING THIS LINE		100.0	\$ 2,654,921,787

*Wisconsin Insurance Report Business of 2014
Financial and Statistical Data, Table E*

COMMERCIAL VEHICLES

RANK	INSURER	% OF MARKET	PREMIUMS WRITTEN
1	GREAT WEST CASUALTY CO	9.2	\$ 47,210,645
2	ACUITY A MUTUAL INS CO	8.5	43,167,799
3	WEST BEND MUTUAL INS CO	6.2	31,886,454
4	ARTISAN & TRUCKERS CASUALTY CO	4.0	20,288,052
5	SECURA INS A MUTUAL CO	3.4	17,309,784
6	RURAL MUTUAL INS CO	2.4	12,360,927
7	CINCINNATI INS CO THE	2.4	12,023,591
8	ZURICH AMERICAN INS CO	2.1	10,961,384
9	GENERAL CASUALTY CO OF WI	2.0	10,410,705
10	TRAVELERS INDEMNITY CO OF CT THE	2.0	10,059,793
11	INTEGRITY MUTUAL INS CO	1.8	8,953,477
12	EMPLOYERS MUTUAL CASUALTY CO	1.7	8,508,782
13	SENTRY SELECT INS CO	1.6	8,247,291
14	SOCIETY INS A MUTUAL CO	1.6	8,056,452
15	AUTO OWNERS INS CO	1.4	7,388,103
16	NORTHLAND INS CO	1.4	7,374,365
17	OWNERS INS CO	1.3	6,462,230
18	NATIONAL CASUALTY CO	1.2	6,214,184
19	AMERICAN FAMILY MUTUAL INS CO	1.2	6,061,751
20	TRAVELERS PROPERTY CASUALTY CO OF AMER	1.2	5,980,654
TOTALS FOR 20 RANKED INSURERS		56.6	\$ 288,926,423
TOTALS FOR 312 RANKED INSURERS WRITING THIS LINE		100.0	\$ 510,824,219

FIDELITY

RANK	INSURER	% OF MARKET	PREMIUMS WRITTEN
1	FEDERAL INS CO	25.8	\$ 6,102,192
2	TRAVELERS CASUALTY & SURETY CO OF AMER	14.5	3,445,008
3	CUMIS INS SOCIETY INC	6.8	1,618,206
4	NATIONAL UNION FIRE INS CO OF PITTSBURGH	6.0	1,410,656
5	GREAT AMERICAN INS CO	4.3	1,016,171
6	WEST BEND MUTUAL INS CO	3.5	831,083
7	BERKLEY REGIONAL INS CO	3.1	744,961
8	FIDELITY & DEPOSIT CO OF MD	2.7	638,971
9	ZURICH AMERICAN INS CO	2.0	466,283
10	WESTERN SURETY CO	1.9	447,499
11	SECURITY NATIONAL INS CO	1.8	428,461
12	ST PAUL FIRE & MARINE INS CO	1.6	373,876
13	CONTINENTAL CASUALTY CO	1.6	368,659
14	EMPLOYERS MUTUAL CASUALTY CO	1.5	358,205
15	ATLANTIC SPECIALTY INS CO	1.4	320,091
16	HARTFORD FIRE INS CO	1.3	304,971
17	OHIO CASUALTY INS CO THE	1.3	304,104
18	HANOVER INS CO THE	1.2	287,540
19	ACUITY A MUTUAL INS CO	1.2	285,861
20	CONTINENTAL INS CO THE	1.1	251,172
TOTALS FOR 20 RANKED INSURERS		84.5	\$ 20,003,970
TOTALS FOR 121 RANKED INSURERS WRITING THIS LINE		100.0	\$ 23,683,159

NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR

The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver.

LIABILITY FOR DAMAGE TO THE RENTAL CAR

The rental agreement makes you and any authorized driver liable for any damage to the rental car caused by an accident, or by intentional, reckless or wanton misconduct, or by theft that you may have intentionally caused. Total liability for any damage is limited to:

- 1) reasonable repair costs, less discounts available to us, or the fair market value of the car, whichever is less, and
- 2) actual and reasonable towing costs, and for storage costs during the period before you notify the rental company of the damage to the vehicle or for 14 days after the damage occurs, whichever period is shorter.

LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN

If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized person was driving the car unless you do all of the following:

- 1) Refrain from leaving the ignition key in the car when you are not in the car.
- 2) Always keep the ignition key in your possession.
- 3) Immediately report to the local police if you learn the car has been stolen, or that an unauthorized person is driving the car.
- 4) Cooperate fully with the local police by providing any information you know that may be helpful.

INSURANCE OR CREDIT CARD COVERAGE

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

DAMAGE WAIVER COVERAGE

A damage waiver is not insurance coverage, if you purchase a damage waiver for \$_____ per day, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:

- 1) You cause, or any authorized driver causes, the damage intentionally or by reckless or wanton misconduct.
- 2) The damage occurs while you, or any authorized driver, operates the car in this state while under the influence of an intoxicant or other drug, as described by the laws of this state.
- 3) The damage occurs while you, or any authorized driver, operates the car in another state while under the influence of an intoxicant or other drug, as described by the laws of that state.
- 4) The damage occurs while you, or any authorized driver, is engaged in a race, speed, or endurance contest.
- 5) The damage occurs while you or any authorized driver is using, or has directed another to use, the car in the commission of a misdemeanor, or a felony, as defined by s. 939.60, Stats.
- 6) The damage occurs while you are using, or any authorized driver is using, the car to carry persons or property for hire.
- 7) The damage occurs while you are using, or any authorized driver is using, the car outside the United States and Canada, except as is permitted under the rental agreement.
- 8) The damage occurs while the car is operated on a surface not intended for use by private passenger vehicles.
- 9) You provide us misleading or false information in order to rent the car, which causes us to rent you the car when we would not have otherwise done so, or on terms to which we would not have otherwise agreed.
- 10) You, or an authorized driver who was operating the car when an accident occurred, fail to promptly report, to us and the police, the accident resulting in damage to the car.
- 11) The damage is caused by an unauthorized driver if you did not report a theft to the police within 24 hours after you learned the unauthorized driver took possession of the car, did not cooperate with the police in providing information about the theft, or left the ignition key in the car at the time of the theft.

NOTICE OF RIGHT TO INSPECT DAMAGE

If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within 2 working days after receiving that estimate, you may request a second estimate from a competing repair shop and we must give you a copy of the second estimate.

COMPLAINTS

If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact:

Wisconsin Consumer Protection Bureau
P.O. Box 8911, Madison, WI 53708-8911
608-224-4960 (Madison area) or toll-free 1-800-422-7128

Renter's Signature _____ Date: _____



Wisconsin Insurance Alliance

44 East Mifflin Street • Suite 901

Madison, Wisconsin 53703

(608) 255-1749 FAX (608) 255-2178

OPPOSITION TO SENATE BILL 495, LOSS OF USE FOR RENTAL CARS

Andrew Franken
President

Dawn Lemke
Chairperson
Church Mutual Insurance

Kathy Wilcox
Vice Chairperson
Badger Mutual Insurance Co.

Dan Ferris
Secretary/Treasurer
SECURA Insurance

Background

In the event of damage to a rental vehicle, current law limits liability of a consumer to the rental car company to the cost to repair, tow and store a damaged rental vehicle. Current law prohibits rental car companies from charging customers for the daily rental rate for days in which a vehicle is being repaired after an accident. This bill allows rental companies to charge their daily rate to customers for up to 30 days of repair.

Issues

- Should consumers and/or their insurers be required to pay the daily rate for a damaged vehicle when many other vehicles are available for rent and the rental car company may not have incurred any loss of use damages whatsoever from the loss of use of its vehicle? Should rental car companies receive what in many situations could amount to a windfall from a consumer's accidental damage?
- The general rule in Wisconsin is that claimants should receive compensation that reasonably compensates them for their proven losses and makes the injured party whole, that is, returns the injured party to the condition the party was in prior to the accident. In this case, payments beyond the repair and related costs exceed the proper compensation and payment of actual losses. In fact, the bill lays the foundation for rental car companies to profit from accidental damage to one of its vehicles far more than they otherwise might have if the vehicle had been available for rental in the ordinary course of business.
- The proponents argue this is a "loss of use" proposal when, in fact, it is a "loss of profit/revenue" by their own method for calculating potential losses, i.e. the maximum daily rental rate.
- In all claims situations, parties have a duty to mitigate losses. Instead, the proposed legislation creates a "moral hazard" on the part of the rental car company. Why would one get repairs done in a timely fashion when, under this bill, the vehicle is rented at the daily rate for 30 days? Who controls the repair time? Who controls the estimate? In effect, this bill creates an incentive for rental car companies to develop a profit center from accidental damage to their vehicles from consumer accidents.

Conclusion

It is well settled law in Wisconsin that the plaintiff is to be made whole for their proven losses. In Wisconsin, losses do not include speculative or conjectural losses – losses must be proven. Since in most cases, other vehicles are available for rent, and parties have a duty to mitigate their damages, there is not a loss of use or revenue. Rental car companies like every other insured must show actual "damages" from their inability to use a particular vehicle. **We respectfully request that you oppose SB-495.**

Members:

ACUITY
A I G
Allied Insurance
Allstate Insurance
American Family Insurance
Ameriprise Auto & Home Ins
Auto Club Insurance Assn
Badger Mutual Insurance Co
CapSpecialty
Church Mutual Insurance
C N A
CUNA Mutual Group
EMPLOYERS Holding, Inc
Erie Insurance
Farmers Insurance
1st Auto & Casualty Insurance Co
Forward Mutual
GEICO
Germantown Mutual Insurance
Hanover Insurance Group
Homestead Mutual Insurance Co
Integrity Mutual Insurance
Jewelers Mutual Insurance
League of Wisconsin Municipalities
Mutual Insurance
Liberty Mutual Group
Maple Valley Mutual Insurance
Mount Morris Mutual
Mutual of Wausau Insurance
Nationwide Indemnity
Old Republic Surety Co
Partners Mutual Insurance Co
Pella Mutual Insurance
Progressive Group of Insurance Cos
Racine County Mutual Insurance Co
Rural Mutual Insurance Co
SECURA Insurance
Sentry Insurance
S F M
Sheboygan Falls Insurance
Society Insurance
State Farm Insurance
State Auto Insurance Cos
Sugar Creek Mutual Insurance Co
Travelers
United Wisconsin Insurance Co
USAA
WEA Property & Casualty Co
West Bend Mutual Insurance
Western National Mutual Ins Co
Wilson Mutual Insurance
Wisc County Mutual Insurance Co
Wisc Mutual Insurance Co
Wisc Reinsurance Corp

Example	Rental Agreement	What Happened	Date of Incident	Date in Shop	Date Out Shop	# Days in Shop	Repair Cost	Hours Per Estimate	Loss of Use Days (2.5 Hrs = 1 Day)	Daily Time & Mileage	Actual of Use	Loss	Proposed allowable Loss of Use	Over / Under
1	4622106-6	Crack on rear passenger side - Unreported damage. MIL	10/29/2015	10/29/2015	11/11/2015	13	\$1,878.60	11.7	4.68	\$45.70	\$213.88		\$213.88	\$0.00
2	1183219-2	Customer was intoxicated - Ran vehicle into ditch. BRB	8/28/2015	8/28/2015	10/8/2015	41	\$5,908.24	49	19.60	\$43.60	\$854.56		\$854.56	\$0.00
3	4668136-4	Customer drove through field and damaged front bumper. MIL	8/20/2015	8/21/2015	8/31/2015	10	\$2,011.09	11.8	4.72	\$72.25	\$341.02		\$341.02	\$0.00
4	4658425-2	Customer rolled over vehicle when they fell asleep while driving. MIL (For illustration ONLY - this accident would not be allowed because law enforcement did not issue a citation)	1/22/2015	1/23/2015	5/18/2015	115	\$33,657.67	234	93.60	\$43.76	\$4,095.94		\$1,312.80	(\$2,783.14)
TOTAL						179			122.60				\$2,722.26	(\$2,783.14)

**BROADWAY AUTOMOTIVE FORD
HYUNDAI**

Workfile ID:

bfd7f61

1010 S. MILITARY AVENUE, GREEN BAY, WI
54304

Phone: (920) 429-6300

FAX: (920) 405-2622

Preliminary Estimate

Customer: BW, BROADWAY RENTALS STOCK #043883-8

Job Number:

Written By: Rick Gipp

Insured: BW, BROADWAY RENTALS
STOCK #043883-8

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

BW, BROADWAY RENTALS STOCK
#043883-8

Inspection Location:

BROADWAY AUTOMOTIVE FORD
HYUNDAI
1010 S. MILITARY AVENUE
GREEN BAY, WI 54304
Repair Facility
(920) 429-6300 Day

Insurance Company:

VEHICLE

Year: 2015

Body Style: 4D UTV

VIN: 1GNSKJKC7FR671659

Mileage In:

Make: CHEV

Engine: 8-5.3L-FI

License:

Mileage Out:

Model: K1500 4X4 SUBURBAN LT

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package
Power Adjustable Pedals

DECOR

Dual Mirrors
Console/Storage

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera w/Parking Sensors
Remote Starter
Home Link

RADIO

FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System

Lane Departure Warning

ROOF

Luggage/Roof Rack

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Trailer Hitch
Trailing Package
Running Boards/Side Steps
Power Trunk/Gate Release

Preliminary Estimate

Customer: BW, BROADWAY RENTALS STOCK #043883-8

Job Number:

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI

CONVENIENCE

AM Radio

Positraction

Preliminary Estimate

Customer: BW, BROADWAY RENTALS STOCK #043883-8

Job Number:

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR LAMPS					
2	Repl	RT Combo lamp assy	23476138	1	495.00	0.3	
3		REAR BUMPER					
4		O/H rear bumper				2.4	
5	<> Repl	Bumper cover	23142969	1	795.00	Incl.	3.2
6		Add for Clear Coat					1.3
SUBTOTALS					1,290.00	2.7	4.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,290.00
Body Labor	2.7 hrs @	\$ 58.00 /hr	156.60
Paint Labor	4.5 hrs @	\$ 58.00 /hr	261.00
Paint Supplies	4.5 hrs @	\$ 38.00 /hr	171.00
Subtotal			1,878.60
Grand Total			1,878.60
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,878.60

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: BW, BROADWAY RENTALS STOCK #043883-8

Job Number:

Vehicle: 2015 CHEV K1500 4X4 SUBURBAN LT 4D UTV 8-5.3L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GA15, CCC Data Date 10/16/2015, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2016 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

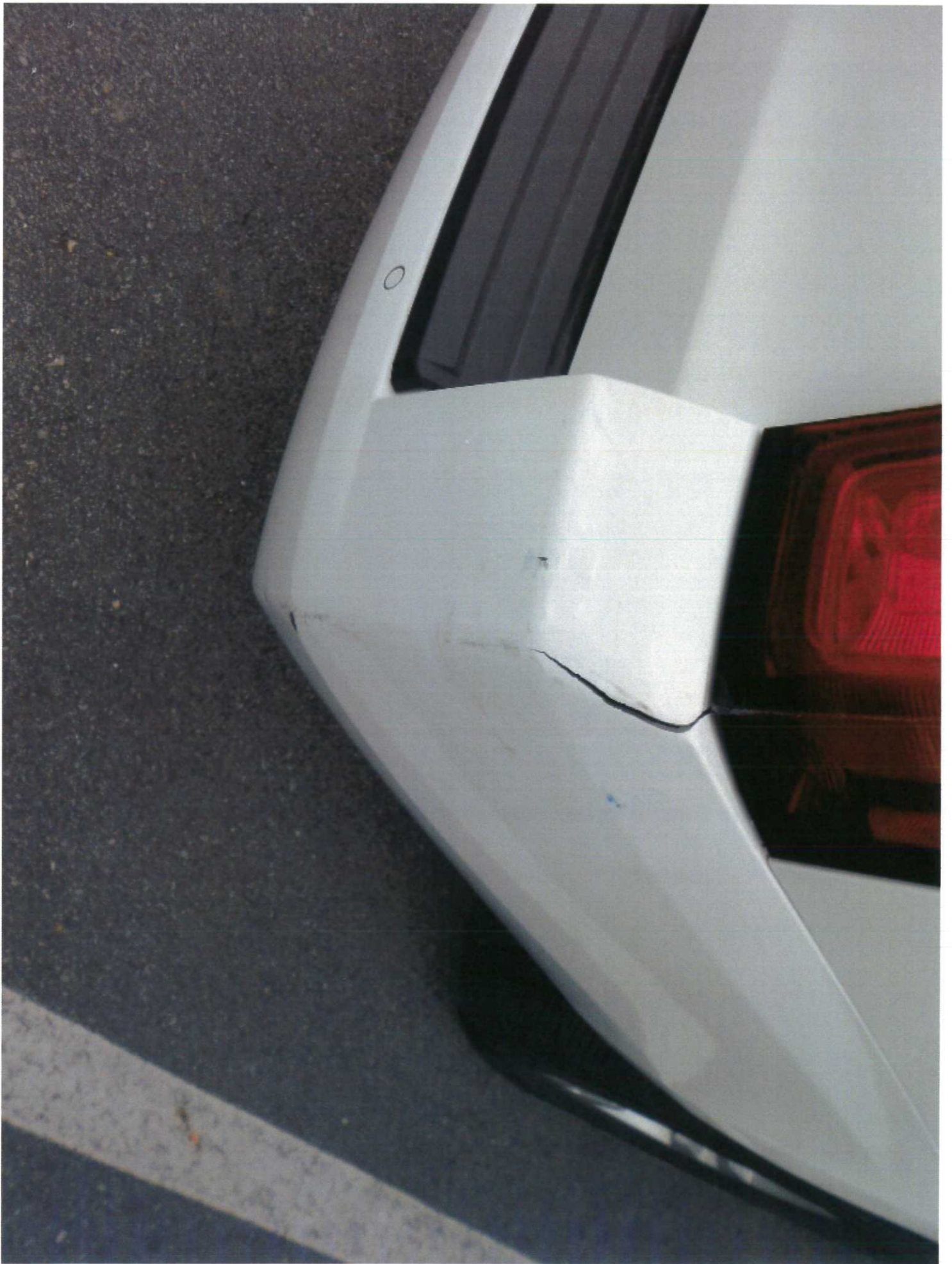
OTHER SYMBOLS AND ABBREVIATIONS:

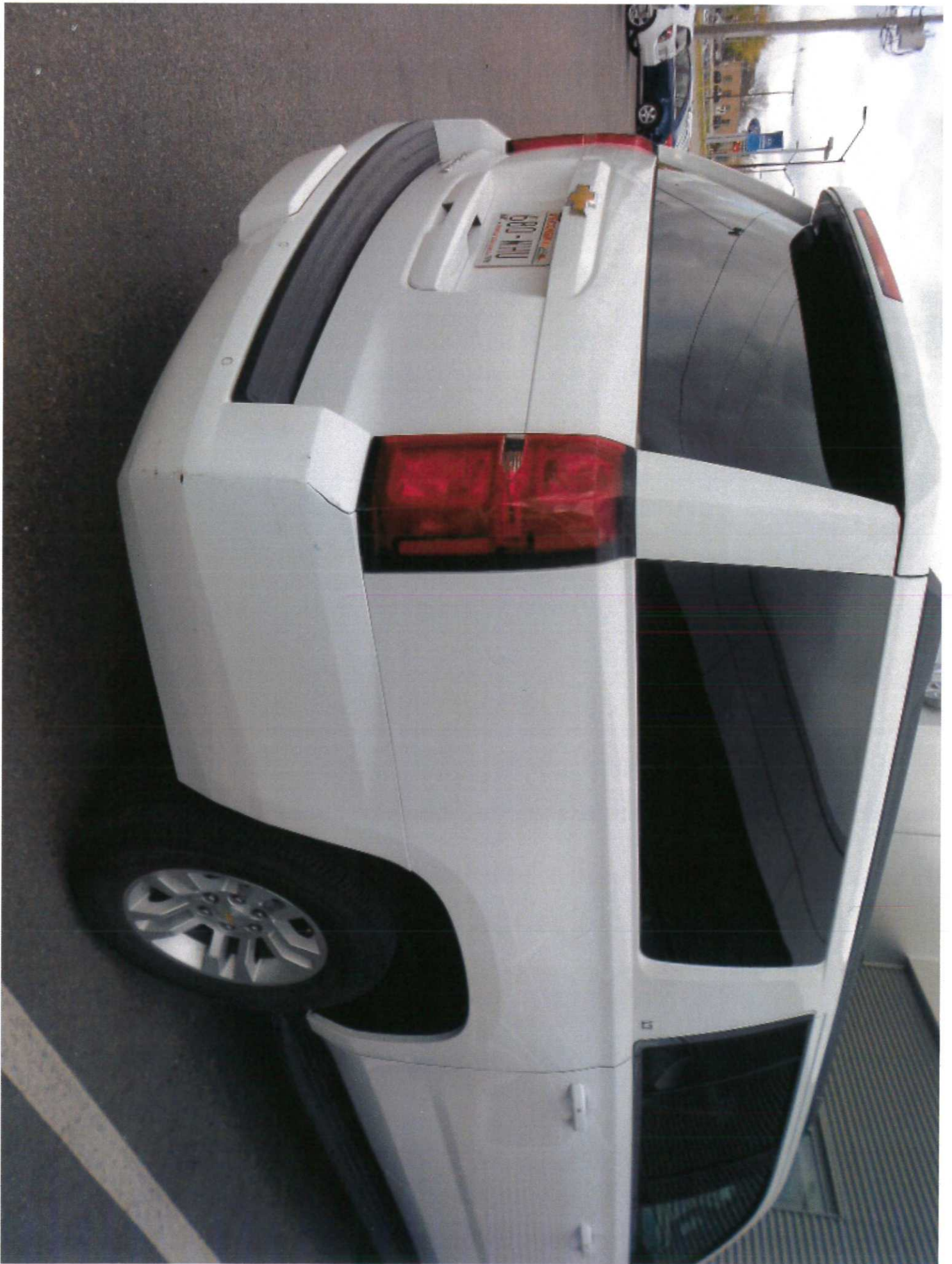
Adj.=Adjacent. Aln.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.





**BROADWAY AUTOMOTIVE FORD
HYUNDAI**

Workfile ID:

a3e76428

1010 S. MILITARY AVENUE, GREEN BAY, WI
54304

Phone: (920) 429-6300

FAX: (920) 405-2622

Preliminary Estimate

Customer: rental

Job Number:

Written By: Doug Follett

Insured: rental
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
rental

Inspection Location:
BROADWAY AUTOMOTIVE FORD
HYUNDAI
1010 S. MILITARY AVENUE
GREEN BAY, WI 54304
Repair Facility
(920) 429-6300 Day

Insurance Company:

VEHICLE

Year: 2015
Make: CHEV
Model: TRAVERSE 4X4 LTZ
Color: Int:

Body Style: 4D UTV
Engine: 6-3.6L-FI
Production Date:
Condition:

VIN: 1GNKVGKD1FJ211205
License:
State:
Job #:

Mileage In:
Mileage Out:
Vehicle Out:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage

Air Conditioning
Intermittent Wipers
Tilt Wheel

Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls

Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Navigation System
Backup Camera w/Parking Sensors

Remote Starter
Home Link

RADIO

AM Radio

Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Blind Spot Detection
Lane Departure Warning

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats
Heated Seats
Ventilated Seats
3rd Row Seat

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors

TRUCK

Power Trunk/Gate Release

Preliminary Estimate

Customer: rental

Job Number:

Vehicle: 2015 CHEV TRAVERSE 4X4 LTZ 4D UTV 6-3.6L-FI

Wood Interior Trim
CONVENIENCE

FM Radio
Stereo

ROOF
Luggage/Roof Rack

Preliminary Estimate

Customer: rental

Job Number:

Vehicle: 2015 CHEV TRAVERSE 4X4 LTZ 4D UTV 6-3.6L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	Repl	RT Headlamp assy	23202710	1	416.73	Incl.	
3		Aim headlamps				0.5	
4	Repl	LT Headlamp assy	23202709	1	449.65	Incl.	
5		FRONT BUMPER & GRILLE					
6		O/H front bumper				2.4	
7	<> Repl	Bumper cover	23190147	1	495.00	Incl.	2.6
8		Add for Clear Coat					1.0
9	Repl	RT Mount bracket	25826191	1	6.18	0.1	
10	Repl	LT Mount bracket	25826190	1	6.18	0.1	
11	Repl	Lower cover	20983796	1	260.00	Incl.	
12	Repl	Air deflector	20983794	1	68.78	Incl.	
13	Repl	RT Fog lamp bezel w/o chrome	20983807	1	56.33	Incl.	
14	Repl	LT Fog lamp bezel w/o chrome	20983805	1	59.65	Incl.	
15	Repl	Absorber	20983793	1	58.63	0.1	
16	Repl	Impact bar	22806759	1	265.00	0.3	
17		RADIATOR SUPPORT					
18	Repl	Upper tie bar	22818029	1	392.87	3.2	
19		Evacuate & recharge				m 1.4	
20	Repl	Sight shield	22762567	1	112.83	0.3	
21	Repl	Lower tie bar	25796740	1	195.40	s 1.5	0.7
22	Repl	Upper support	22971426	1	115.37	Incl.	
23		COOLING					
24	Repl	Radiator w/o heavy duty clng	23428276	1	298.33	m 1.2	
25	Repl	Fan assy	20972760	1	483.74	m Incl.	
26		AIR CONDITIONER & HEATER					
27	Repl	Condenser	22931656	1	226.58	m Incl.	
28		HOOD					
29	Repl	Hood	22756957	1	795.00	1.3	2.8
30		Overlap Major Non-Adj. Panel					-0.2
31		Add for Clear Coat					0.5
32	Repl	Insulator	22793126	1	79.42	Incl.	
33	Repl	RT Upper hinge	25946835	1	41.30	0.2	0.2
34		Add for Clear Coat					0.1
35	Repl	LT Upper hinge	25946834	1	41.30	0.2	0.2
36		Add for Clear Coat					0.1
37	Repl	Lock w/o remote start	22948920	1	49.40	Incl.	
38	Repl	Lock support	25916705	1	164.58	Incl.	
39	Repl	Release cable	23177207	1	43.42	Incl.	
40	Repl	Front w'strip	22744965	1	18.87	Incl.	
41	Repl	Support strut	22760388	1	16.58	Incl.	
42		FENDER					

Preliminary Estimate

Customer: rental

Job Number:

Vehicle: 2015 CHEV TRAVERSE 4X4 LTZ 4D UTV 6-3.6L-FI

43	Repl	RT Fender	20802979	1	390.32	2.0	2.0
44		Overlap Major Adj. Panel					-0.4
45		Add for Clear Coat					0.3
46		Add for Edging					0.5
47		Add for Clear Coat					0.1
48		Deduct for Overlap				-0.3	
49	Repl	LT Fender	20802980	1	390.32	2.0	2.0
50		Overlap Major Adj. Panel					-0.4
51		Add for Clear Coat					0.3
52		Add for Edging					0.5
53		Add for Clear Coat					0.1
54		Deduct for Overlap				-0.3	
55	Repl	RT Apron assy	15261544	1	386.53 s	6.0	1.0
56		Overlap Minor Panel					-0.2
57	WHEELS						
58	Repl	LT/Rear Wheel, alloy 18" Code: 5PK	23126027	1	495.00 m	0.3	
59	Repl	RT/Rear Wheel, alloy 18" Code: 5PK	23126027	1	495.00 m	0.3	
60	WINDSHIELD						
61	Repl	Windshield NAGS	DW01712GTY	1	469.30	Incl.	
62	Repl	Mirror inside w/o auto dimming w/Onstar	22905183	1	280.02	Incl.	
63	RESTRAINT SYSTEMS						
64	Repl	RT Head air bag 2nd design	22895854	1	416.67 m	0.6	
65	Repl	LT Head air bag 2nd design	22895855	1	416.67 m	0.6	
66	Repl	RT Side impact sens front	13502577	1	166.67 m	0.3	
67	Repl	RT Side impact sens rear	13574936	1	166.67 m	0.3	
68	Repl	LT Ft seat air bag driver inboard	23187444	1	416.67 m	1.2	
69	Repl	Diagnostic unit 2nd design code: AY0	13587445	1	416.67 m	0.3	
70		Air bag system diagnosis			m	0.5	
71	ROOF						
72	Repl	Roof panel	25891951	1	635.83	20.5	3.8
73		Overlap Major Non-Adj. Panel					-0.2
74	*	Add for Clear Coat					0.7
75	Repl	Roof bow #1	20934332	1	49.50	1.2	
76	Repl	Roof bow #2	25982299	1	51.27	1.0	
77	Repl	Roof bow #3	25892555	1	46.68	1.0	
78	Repl	Roof bow #4	15271183	1	57.77	1.0	
79	Repl	RT Inner rail Front	22789703	1	249.00		
80	Repl	LT Inner rail Front	22789702	1	82.82		
81	Repl	RT Rail reinf	25789741	1	89.42	3.0	0.6
82		Overlap Minor Panel					-0.2
83	Repl	LT Rail reinf	25789742	1	85.97	3.0	0.6
84		Overlap Minor Panel					-0.2

Preliminary Estimate

Customer: rental

Job Number:

Vehicle: 2015 CHEV TRAVERSE 4X4 LTZ 4D UTV 6-3.6L-FI

85	Repl	RT Seal strip	25993755	1	20.32		
86	Repl	LT Seal strip	25993755	1	20.32		
87	Repl	RT Side rail	23144660	1	83.52	0.3	
88	Repl	LT Side rail	23144659	1	83.52	0.3	
89	Repl	LT Insert	19244265	1	249.00		
90	Repl	Headliner w/o rr entertainment, w/o front camera titanium	22945095	1	687.78	Incl.	
91	PILLARS, ROCKER & FLOOR						
92	Repl	RT Uniside panel	23452499	1	983.33 s	26.0	6.7
93		Overlap Major Adj. Panel					-0.4
94	*	Add for Clear Coat					1.3
95	Repl	LT Uniside panel	23452500	1	983.33 s	26.5	6.7
96		Overlap Major Adj. Panel					-0.4
97	*	Add for Clear Coat					1.3
98	Repl	RT Frt rocker mldg	25962839	1	210.98	Incl.	
99	Repl	RT Rear rocker mldg	22923510	1	36.17	Incl.	
100	FRONT DOOR						
101	Repl	RT Door shell	22883073	1	895.00	5.3	3.1
102		Overlap Major Adj. Panel					-0.4
103	*	Add for Clear Coat					0.5
104	*	Rpr	LT Door shell			<u>2.0</u>	2.1
105		Overlap Major Adj. Panel					-0.4
106	*	Add for Clear Coat					0.3
107	R&I	LT Belt molding black				0.2	
108	Repl	RT Mirror assy	22825402	1	434.60	Incl.	0.5
109		Overlap Minor Panel					-0.2
110	*	Add for Clear Coat					0.1
111	Repl	LT Mirror assy	22825401	1	434.60	0.3	0.5
112		Overlap Minor Panel					-0.2
113	*	Add for Clear Coat					0.1
114	Repl	RT Handle, outside	22867272	1	63.35	Incl.	
115	Repl	LT Handle, outside	22867272	1	63.35	0.4	
116	R&I	LT R&I trim panel				0.5	
117	REAR SUSPENSION						
118	Repl	RT Lower cntrl arm	15951978	1	448.41 m	1.4	
119	REAR DOOR						
120	Repl	RT Door shell	22904887	1	955.85	5.0	3.0
121		Overlap Major Adj. Panel					-0.4
122	*	Add for Clear Coat					0.5
123	#	Subl	Hazardous Waste Disposal	1	5.00 T		
124	*	Rpr	LT Door shell			<u>5.0</u>	2.0
125		Overlap Major Adj. Panel					-0.4
126	*	Add for Clear Coat					0.3
127	R&I	LT Belt molding black				0.2	
128	Repl	LT Handle, outside	22867272	1	63.35	0.3	

Preliminary Estimate

Customer: rental

Job Number:

Vehicle: 2015 CHEV TRAVERSE 4X4 LTZ 4D UTV 6-3.6L-FI

129	R&I	LT R&I trim panel				0.4	
130 #	Repl	2 rear tires	1	500.00			
131 #	Repl	Car Cover/ Mask for Overspray	1	3.00	T		0.3
132 #	Repl	Restore Corrosion Protection	1	10.00	T	0.2	
133 #	Repl	Coolant	1	21.00	T		
134 #	Repl	Refrigerant/ R-12	1	75.00	T		
135 #	Subl	Four Wheel Alignment	1	79.95	T		
136 #	Rpr	Tire Mount & Balance				0.4	
137 #	Repl	Valve Stem	1	3.00			
138 #	Rpr	Setup & Measure				2.0	F
139 #	Rpr	Frame Repair				8.0	F
140 SEATS & TRACKS							
141	Repl	LT Seat back frame w/memory pkg	25941705	1	333.38	1.2	
142	R&I	LT R&I front seat				Incl.	
143 #		suspension and frame open - may need frame		1			
SUBTOTALS					19,219.00	143.2	45.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			19,025.05
Body Labor	133.2 hrs @	\$ 58.00 /hr	7,725.60
Paint Labor	45.4 hrs @	\$ 58.00 /hr	2,633.20
Frame Labor	10.0 hrs @	\$ 60.00 /hr	600.00
Paint Supplies	45.4 hrs @	\$ 38.00 /hr	1,725.20
Miscellaneous			193.95
Subtotal			31,903.00
Sales Tax	\$ 31,903.00 @	5.5000 %	1,754.67
Grand Total			33,657.67
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			33,657.67

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: rental

Job Number:

Vehicle: 2015 CHEV TRAVERSE 4X4 LTZ 4D UTV 6-3.6L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GM09, CCC Data Date 1/16/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (***) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



