

ABAC NEWS

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The Official Newsletter of the Auto Body Association of Connecticut



The More Things Change, The More They Stay The Same Tony Ferraiolo - ABAC President

I hate clichés, but there seems to be a lot of them that fit the collision repair industry. In April, 1990, I first opened my doors to the public. The Department of Motor Vehicles listed the items I needed to acquire for my Repairer's License. It wasn't much by today's standards. For everything not listed by the DMV, you had to learn at the school of hard knocks. In 1990 for example, I had a posted labor rate of \$32.00 per hour. I didn't know why, but that's what it was. It took me the next 20 years to understand the importance of my posted labor rate, and a host of other things I was doing, seemingly without guidance or explanation.

Fortunately, I became a member of the Auto Body Association of Connecticut. I learned through the ABAC how to run my business more efficiently; I learned how to assess my costs and expenses; and I learned how to work smarter and more profitable. And, I learned an important lesson about posted labor rates. You should not post a rate on your wall unless you can do two things. First, be able to substantiate your charges backed by your hard costs and the information only your accountant can provide you with. And second, perform quality repairs that are invoiced properly, and you can warrantee. If you can't do both of these things under your current hourly rate structure, you should consider reevaluating your business model.

We all know that insurers work hard to establish "prevailing rates". Over time, they have used those

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“prevailing rates” to stifle the market. Why would insurance companies ever raise the “prevailing rate”? They don’t because they don’t have to. Rates should be based on what you and your accountant – and your customers – deem reasonable and necessary to survive in this business. That is your labor rate. Not what the insurance company deems the “prevailing rate”.

I want to work with you and this association going forward to take insurance mandated practices and rates out of the equation. Insurers don’t know what our costs are. They don’t know what our overhead is. They don’t know our business. We need to stop letting them dictate how we run our business, and it should start with labor rates. Insurance companies have become brainwashed into thinking that all shops should charge the same rate. That’s preposterous! And it’s illegal.

If you are a DRP and have agreed by contract to work for a particular rate, then that is your prerogative and a deal you made. But, an independent shop has made no such deal. Yet independent shops find themselves getting paid the same rates, minus the referral stream. How is that fair or legal? We need to stop letting it happen. Just say no. If you’re not getting paid your posted rates: JUST SAY NO!

I’m not naïve enough to suggest you should refuse to work on all cars unless your full posted rate is paid. But I think we need to do a better job as an industry standing up for what’s right and getting paid a fair price. With some hard work and better accounting practices, we could take back our industry.

Whenever I am not paid an agreed amount, I stamp the insurance check informing everyone that the money is accepted under protest as partial payment. I have the right to do this. We all do. Once you’ve stamped your check in protest, you have several options. You can charge the customer the difference or have the customer sign an Assignment and step into their shoes to collect in court. Or, obviously, you can absorb the loss. You should consult with your accountant as to how this loss may affect your bottom line. How you decide to bill and seek collection of your charges is up to you and your accountant. This is not something that can or should be dictated by an insurance company.

Let’s face it, most of us started in this business because we enjoy repairing cars, not because we enjoy running a business. But, we can’t afford to lose sight of the business end of this industry. The time is now.



FYI

The ABAC is working on bringing Educational meetings, and I CAR training to its members. We feel it is important to further you and your technician’s knowledge on repairing vehicles. With the complexity of vehicle designs we need to stay informed.

Please take advantage of these opportunities.

“Dirty Little Secrets”

The following information was obtained through a Freedom of Information Request to the Ct. Department of Insurance from The Hanover Insurance Group

(The following is an excerpt from an email from a Sr. Compliance Analyst for The Hanover Insurance Group)

Good afternoon,

As we discussed, attached please find a copy of the current declaration pages for Mr. XXXXX. This is also to confirm that we do not have an OEM endorsement.

*With respect to our internal guidelines, I have attached a copy of our practice in which we respectfully request the Department to **not make part of the public file**. We appreciate your consideration on this.*

The Hanover Insurance Group Best Practices

Best Practices

The procedures and best practices described herein are intended to represent the procedures the company wishes its appraisers to follow in typical circumstances. If the appraiser believes that unusual circumstances exist on a particular claim that warrants a departure from these best practices, the appraiser should discuss this with the company. In the event of any conflict between these best practices and applicable law, the applicable legal requirements will control. It is expected that appraisers will be generally familiar with the legal requirements of the territories they cover; the company will endeavor to keep appraisers updated as to pertinent legal developments and appraisers should refer to the company for any questions they may have regarding the appraiser's or the company's legal obligations.

PARTS REPLACEMENT OPTIONS

Alternative parts should only be considered in appropriate situations. The appraiser should be aware of the overall condition of the vehicle and if the parts are cost effective when compared to new OEM. If the appraiser determines that the vehicle does not warrant the use of alternative parts, the appraiser should include comments to that effect. Based on "the appraiser's inspection, the use of alternative parts is governed by the following:

Note: January-1st will be the considered the start of the model year for the purpose of determining the use of alternative parts.

Like Kind and Quality Parts [LKQ]

LKQ parts are recycled or used parts from another vehicle. These types of parts should be considered in all but the current model year vehicles. LKQ parts can be used on the current model year vehicle if it provides a benefit to the owner other than a cost savings. Non-mechanical LKQ parts are defined as parts taken off a vehicle of the same model year or newer. Mechanical LKQ are defined as parts that have the same or lower mileage and the same model year or newer.

LKQ parts should not be considered on safety items or when the operational safety of the vehicle might be impaired. Examples of LKQ parts that should not be used are:

- • Air Bag Systems or Passive Restraint Components
- • Brake Systems
- • Tires
- • Aluminum Cradles
- • Aluminum & Alloy Wheels
- • Moveable, Wearing Suspension Parts
-

When appropriate, LKQ sources such as APU, Comsearch, LKQ Corp., RPS or Internet Searches must be utilized to locate LKQ parts. If common parts are not located using these methods, additional calls to local yards or combination of these sources should be used if the parts being considered warrant the additional time and/or expense. If the appraiser does not

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feel a search for LKQ parts is warranted or chooses not to use them when available, an explanation must be documented.

Reconditioned, Remanufactured or Rebuilt

Reconditioned, remanufactured and rebuilt parts are used OEM parts that have been rebuilt or refurbished. These types of parts should be considered on all vehicles except current model year.

Aftermarket Parts (A/M)

Aftermarket Parts are new replacement parts manufactured by a company other than the original automaker. A/M crash parts excluding bumpers, bumper covers and lamps should not be considered during the first three model years. For example, after January 1, 2010 A/M sheet metal parts should be considered on 2007 model vehicles.

A/M bumpers, lamps, radiators, A/C condensers and mechanical parts should be considered on all vehicles except the current model year. If an OEM warranty exists on the part being replaced and the warranty by the A/M part supplier is not equivalent, we will assume the terms and conditions of that warranty.

Only original equipment manufactured, recycled OEM, or certified parts should be considered in the replacement of structural parts. Structural parts include, but are not limited to, bumper reinforcements, energy absorbers, bumper brackets and structural radiator supports.

Original Equipment Manufactured Parts (OEM)

OEM parts are parts manufactured by or for the automaker in the production of new vehicles and sold as replacement parts. OEM parts should be considered when all previous options are inappropriate due to lack of availability, quality, cost effectiveness, age or condition of the vehicle.

Glass Replacement

When available, use the Safelight glass price as listed in your estimating system. When this is not available, contact our glass vendor to obtain The Hanover or Citizens price quote for glass replacement.

LKQ or OEM glass should be compared and considered when warranted.

FRAME AND UNIBODY STRUCTURAL REPAIRS

Sectioning

All sectioning should be performed to OEM and I-CAR standards.

Partial Sectioning

This procedure should be considered if complete panel replacement would include disassembly in undamaged areas which would affect a large number of factory welds and corrosion protection.

The use of a LKQ section is appropriate when damage involves panels joined together to form assemblies such as pillars, quarter panels, inner and outer rockers, etc.

Body Sectioning

Rear full-body sectioning may be the most practical form of reworking the passenger compartment. It can produce a vehicle as strong and serviceable as one that was never damaged by maintaining factory welds, sealant, and structural integrity. This section can be installed with or without the roof panel. This type of repair should be fully disclosed and agreed to by the vehicle owner.

Note: Front Full body sectioning including: cowl, dash and hinge pillars is not recommended.

DEPRECIATION/BETTERMENT (Excluding NJ, NY & TX)

- Depreciation/Betterment should be applied as described below unless conditions warrant otherwise
- Applicable Depreciation/Betterment should not exceed 80%
- Replacement options other than OEM may warrant consideration in the reduction or elimination of Depreciation/Betterment
- No depreciation should be taken while an item is covered under an Original Equipment Manufacturer's warranty

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Tires
Tread depth of all available damaged tires should be measured and documented in the appraisers claim summary. Based on the remaining tread depth, Depreciation/Betterment should be applied when appropriate. In the event that the tires are not available to be measured, Depreciation should be applied based on the mileage on the tires at the time of loss.

Batteries
Depreciation/Betterment should be pro-rated on batteries based on the manufacturer's recommended life expectancy. Manufacturer lifetime guaranteed batteries should be replaced without applying any depreciation or betterment.

Engines/Transmissions
Unless condition warrants otherwise, consideration of mileage and manufacturer warranties should be taken into account prior to applying any Depreciation/Betterment on a new engine/transmission assembly.

Exhaust
Betterment should be based on condition of the system.

Paint
Betterment should be based on the overall condition of the vehicle's paint. Generally Betterment should not be taken on partial refinishing without documentation.

Vinyl/Convertible Tops
Betterment should be based on the condition of the vehicle's top.

Audio & Video Equipment
Depreciation/Betterment should be pro-rated based on the average life expectancy.

Vehicles with Premium Price Aftermarket electronic equipment require that coverage be verified.

Mechanical Parts and Components, Interior Trim and Sheet Metal Parts
Betterment should be based on the condition of the parts being replaced.

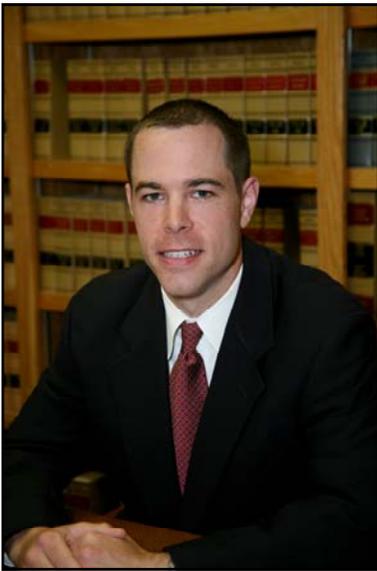
TOWING AND STORAGE
The appraiser should view the tow bill, include the charges in the appraisal and include a digital image of the bill.

OBTAINING AN AGREED PRICE
When a vehicle is inspected at the repair facility of the owner's choice, the appraiser should review the completed appraisal with the shop owner or manager to obtain an agreement on the damages. If the repair facility has any questions or areas of disagreement, the appraiser should discuss these with them to a conclusion. Once an agreement has been reached a copy of the appraisal should be left with the shop.

If the vehicle is not inspected at a repair facility, the appraiser should contact the repair facility of the owner's choice by phone, tell them what has been written and email/fax them a copy of the appraisal for his/her consideration. The appraiser should document to whom at the shop they spoke.

It would appear that if these quoted best practices are followed they are all a direct violation of § 38a-790-8 Code of ethics:

Every appraiser shall: (1) Conduct himself in such a manner as to inspire public confidence by fair and honorable dealings; (2) approach the appraisal of damaged property without prejudice against, or favoritism toward, any party involved in order to make fair and impartial appraisals; (3) disregard any efforts on the part of others to influence his judgment in the interest of the parties involved; (4) prepare an independent appraisal of damage.



Talking “Loss of Use”. Do I Sound Angry? I am.

“Loss of use” is compensation for one’s loss of the use of their vehicle after an accident. As our state Supreme Court put it in 1954, “We have long held that the owner [of a vehicle] may, in addition to damages for physical injury to his car, recover the value of its use while he is necessarily deprived of it.”(1) Loss of use is only applicable in third-party claims. “Loss of Use” is defined in our regulations as follows:

“Loss of Use” means the amount representing the reasonable value to the claimant for the deprivation of the use of the claimant’s vehicle during the period reasonably required to make repairs or replace the vehicle, regardless of whether the claimant has incurred expenses.(2)

Seems pretty clear right? Not so clear to most insurance companies who literally refuse to pay for loss of use on a regular basis, or grossly underpay it (usually after being forced into doing so).

Things got so bad that in 2007, the Department of Insurance even weighed in on loss of use.(3) Wow. Did it change anything? Not really. But, we now have a poison dart in our arsenal. And I use it all the time.

Here’s what the DOI said. “Property damage” is defined as ‘injury to or destruction of tangible property, *including loss of use thereof.*’ (Emphasis in original).”(4) The DOI affirmed that “[l]oss of use is an inherent part of property damage and the regulations require liability insurers to “undertake” to pay such damage. Thus, the Minimum Provisions Regulations require that insurance companies take it upon themselves to pay loss of use payment on behalf of their insureds.” (5)

Insurance Bulletin CL-1-07 also established two very important points.

1. **Merely offering to pay rental or simply discussing loss of use is not sufficient to comply with the law. Rather, an insurer must “undertake to pay” for loss of use.**
2. **The Department of Insurance will not set the precise value of loss of use, but if presented to the DOI through regulatory action, the DOI would look at rental costs for similar vehicles in the claimant’s approximate geographic area.**

The Bulletin goes on to say that if a claimant accepts a “reasonably equivalent rental vehicle” during the period of time in which the vehicle is repaired or replaced, then loss of use would be considered satisfied.

I can’t tell you the number of times my clients have been outright denied loss of use, or otherwise told they were only entitled to “3 days at \$20/day” or “5 days at \$25/day”, and so forth. Insurers will generally say something like: “It’s our company policy only to allow” This is illegal. If you own a high-end SUV, you are entitled to be put in a high-end SUV or otherwise paid its rental equivalent in loss of use. That could be as much as \$80-100/day in loss of use. Call Enterprise or Hertz. Ask them how much it would cost to rent an Escalade. Same idea with a pickup truck. Insurers can’t simply cap loss of use at \$20 because “It’s our policy”.

Insurers also cap the time loss of use or rental is paid. I just had a client told that the insurer was cutting off her rental car 3 days after the company declared her vehicle a total loss. The vehicle was totaled on a Friday. Thus, rental expired on Monday. The total loss check would not arrive for at least a week or two. This too is

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illegal. Loss of use must be paid up through and until the vehicle is returned to the consumer after repair or the vehicle is "replaced", i.e. once the consumer is paid.(6)

Even after providing insurers with the law on this issue, I am often unable to compel an insurer to pay pursuant to the law, often resulting in my filing of an insurance complaint and/or bringing suit in court. But what happens to all those unassuming victims out there who don't have a super dynamo lawyer like me?

Given the state of the law, and the further clarification by the Department of Insurance, there is no excuse for insurers getting away with not paying loss of use. I blame the DOI. In typical fashion, it simply does not enforce its own laws. Insurers have no fear of breaking insurance laws. They are making money hand over fist, and there's no accountability.

Let your family and customers know their rights to loss of use.

Submitted by John Parese

1. Anderson v. Gengras Motors, 141 Conn. 688, 692, 109 A2d 502, 503 (1954)
2. Conn. Agencies Regs § 38a-10-2
3. See Insurance Bulletin CL-1-07, July 20, 2007
4. See Insurance Bulletin CL-1-07, July 20, 2007
5. See Insurance Bulletin CL-1-07, July 20, 2007
6. Conn. Agencies Regs § 38a-10-2

LETTER: Dear State Farm, Don't Insult Our Intelligence

The following open letter was submitted by Charles Bryant, executive director of the Alliance of Automotive Service Providers (AASP) of New Jersey

There has been plenty written already on State Farm's PartsTrader program. The fox (State Farm), via George Avery, is actually surprised that the chickens (collision repair industry members) are nervous and upset at their uninvited entrance into our coop to "fix" something that we contend isn't broken, and at their offer that we can't refuse...literally.

They keep telling us that this is a "win-win" proposition. In reality, "win-win" is an overused phrase to describe an arrangement that is almost always "win-lose." There are, however, some true "win-win" scenarios in our industry, and so it would not be fair to refute Avery's claim without a closer look. Before we do that, though, let's first agree on a couple of assumptions. First, I'm going to assume that, within the vast empire of State Farm, there are some fairly intelligent people who are capable of analyzing the business of auto insurance, the business of collision repair and the claims management process. They do this not because they have nothing better to do, but because they have been tasked with the pursuit of higher profits. Despite what our current President has been telling everyone, our capitalist system was built on the selfish pursuit of profit and wealth. State Farm shouldn't apologize in its quest to maximize profits, but neither should the collision repair industry. Profit is both good and necessary.

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Second and just as importantly, I'm going to assume that the collision repair industry also contains many highly intelligent people - people who have built and currently operate successful businesses. People who are constantly innovating and looking for new ways to improve their processes. People who know how to crunch numbers. People who know what it takes to generate a profit which allows them to invest in their businesses and to fairly compensate themselves and their employees. So, as the title of this article states, while you [State Farm/Avery/PartsTrader] continue to tell us that this program is a good thing for the collision industry, I ask that you at least refrain from insulting our intelligence.

The parts component within collision repair is a complicated one, with a multitude of variables. So why does State Farm want to get into the parts business, especially when it involves significant resources within State Farm to manage it, and a fat check being cut to a third party (PartsTrader)? The simple answer is that they want to lower their average severity, which is an Orwellian way of saying they want to PAY OUT LESS. Yes, they believe that this program will mean smaller settlement checks than would otherwise be written, and if I am smarter than a 5th grader, that means more dead presidents in the pocket of State Farm. There, I said it, in simple language without using ambiguous and insulting phrases like "seeking greater efficiency." State Farm simply wants more profit! There is no such thing as too much profit, and as Avery reminded us at CIC in July, State Farm is a mutual company which is obligated to maximize its profits.

But repairers have the exact same desire to maximize their profits, and they are similarly OBLIGATED to maximize their profits on behalf of their families and employees. So if they are buying parts at a discount of 25%, their goal is to somehow find a way to get this number up to 27% or 30%.

That said, all that's left to determine is whose pocket(s) that additional profit will come from. From a common sense "napkin" analysis, State Farm's additional profit will either come from the parts vendors or the repairers, or both. If you carefully read all the statements that have been issued by PartsTrader and State Farm, nowhere will you hear from either party that this program is guaranteed to not negatively impact the profitability or the profit margins of the repairer. They haven't made these statements because they know they can't.

The dollars State Farm desperately needs/wants will have to come from somewhere. The reports that came back from the PartsTrader program in New Zealand were alarming - the program almost eliminated gross part profit margins there. PartsTrader responded by stating that the US program is different than the NZ program and thus shouldn't be compared. Is this an admission that the PartsTrader program in NZ did indeed harm the collision repair industry? If this is true, what steps has PartsTrader taken in NZ to remedy the harm their program has done? Are you, the fox, telling us that while yes, you did kill and eat the chickens in NZ, you won't do the same here in the US?

If the above assumptions are correct, then we can dispense with all the carefully worded statements that do nothing but insult our intelligence. Rob Cooper of PartsTrader assures us that it is a good tool for repairers and that their "interests are in the right place," while pushing a product in the US that has no voluntary collision repair customers; only those that have been coerced into using it. State Farm "knows it is getting into our business"; it simply wants higher profit, and doesn't seem to care if it is at the repairer's expense. The battlefield is set.

Source: www.collisionweek.com



In The Headlights

This issue, we feature new ABAC President, Tony Ferraiolo

ABAC President, Anthony Ferraiolo has been actively involved with the Petit Family Foundation since its inception.

This cause is very personal to Tony and his family as they were close neighbors to the Petit family. Tony and his wife, Kim have worked arduously to benefit the cause in many facets.



The Ferraiolo family has worked tirelessly, assisting to raise awareness and funds, chairing and organizing the annual 5K road race, participating in the golf tournament along with countless endeavors to help their neighborhood and community heal.

Accolades and gratitude belong to Tony and his family for their courage, support and humanitarian efforts to the Petit Family Foundation. The ABAC and its members are proud to be affiliated with persons of such character and value.



PartsTrader, PartsTrader, PartsTrader

Over 400 came to CIC San Antonio with one thing on their mind: PartsTrader.

Over 400 participants packed the Collision Industry Conference (CIC) meeting room in San Antonio, Texas Tuesday to attend a presentation by State Farm Claims Consultant George Avery and Parts Trader CEO Rob Cooper who updated the audience on the progress on their online parts ordering test and provide the audience with an opportunity to ask questions about the pilot.

George Avery, up first, said, "There's people who are worried. There are rumors and speculation. And really, we only have 158 stores on the pilot that are actually using the program, so there's a lot of people out there that are starving for information." But Avery stressed that the program is still being piloted and said, "We just concluded our feedback phase last week. We went in face to face with each repair facility [on the program] and asked them for their feedback. We are evaluating right now.

PartsTrader CEO Rob Cooper provided an overview of the PartsTrader system and how it currently

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functions. In a live demonstration of the online system, he demonstrated the flexibility of the process showing that repairers can not only select their own parts vendors within the PartsTrader quoting process, but showed how repairers also have the ability to bypass the quoting step altogether. Repairers participating in the pilot can complete what is called a "direct order" which does not require vendors to submit quotes, and instead routes the order directly to the shop's primary vendor.

Cooper said, "I just want to let you know one thing, which is this: we are 100 percent committed to making PartsTrader the best possible product for parts procurement and further, and even more importantly, we are 100 percent committed to making PartsTrader a win for collision repairers."

When the floor was opened up for comments and questions, Aaron Schulenburg, Executive Director for the Society of Collision Repair Specialists (SCRS), was first to the microphone to clarify the association's opposition to the program. "SCRS and our members aren't opposed to [PartsTrader] for the sake of opposition. We don't have an issue with electronic parts ordering, [our members] already do that. We believe there are a large number of solutions out there that already incorporate electronic parts ordering. We don't oppose efficiency and process improvement... we don't oppose innovation."

"What we do stand in opposition against [is] when insurers mandate solutions that don't bring solutions to anyone other than themselves [and] the benefit isn't derived or understandable by anyone other than the person mandating it," he said. "For a company who has promoted open platforms in other areas, who's taken estimates from all three carriers, who's worked hard to make sure the repairer had the opportunity to use whatever systems and processes and solutions they wanted, this is a step backwards for State Farm".

SCRS counts many vehicle manufacturers and parts suppliers among its corporate members and many of them offer electronic parts ordering solutions.

Dave McBroom, president of the Florida Auto Body Collision Alliance, questioned State Farm's motivation for developing the system, "You don't give us credit for what we've accomplished over the last 10 to 12 years. You've asked us for better cycle time and we've given it to you in spades. We produce better and better, and we get ourselves better educated every year, and we come up with better solutions to the problems. I defy you to even think about coming close to having a better parts ordering system than we have."

In Avery's presentation, he explained that one of the goals of the system was to have all part types, OEM, aftermarket and salvage, in a single system.

Rick Starbard, president of the Alliance of Automotive Service Providers (AASP), said, "We can do everything today that [PartsTrader can do] through our own management systems... I don't understand what the need is on the repairer side, but the need seems to be there on the insurer side, for the insurance industry to be able to control pricing and who gets to play in the parts game."

Starbard described the PartsTrader system as a threat to the shops' only remaining profit center, "The only thing that we have that has not been manipulated in an estimate are list prices of parts. We've got manipulated data and labor and everything else, and the only thing we have, that has any level of truth to it, is the list price of parts."

Frank Terlep, CEO of the shop management system provider Summit Software, questioned the effi-

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ciency of an entirely separate system to order parts, "Why would you go to the market [to create a new system], and not come to a company like us, or other companies who are here, and integrate with their shop management system?"

Avery answered with a question of his own, "My answer to that is that one thing the tool does is it [introduces] a level of competition to the parts suppliers. I am puzzled when you say you don't want [parts list prices] to come down, are you suggesting that you don't want competition?"

Tony Passwater, representing the Indiana Auto Body Association, presented the results of a survey related to PartsTrader recently conducted by the association.

Dan Hunsaker, a shop owner currently participating in the PartsTrader pilot, said the administration of the system has been a strain on his shop's resources and spoke passionately about the inefficiency of the PartsTrader system. He said PartsTrader offers nothing to improve efficiency, asking, "How can I improve on a one-click efficiency?"

John Mosley, a shop owner from Clinton, Mississippi, flew to CIC to ask State Farm one direct question, "Is this a pilot program or something we are going to have in all 50 states?"

Avery offered an explanation describing the difference between a test and a pilot, "The best way to look at this is that, you test something to see if it'll work, and you drill a pilot hole before you are going to drill. So, a pilot does suggest that your intent is to move, but, you've got to make sure that pilot hole is in the right place. So, to answer your question, we are going to continue to work the pilot [and] fix these things that are clearly deficiencies, and then the evaluation is going to be next, as to whether this is going to be something company-wide for Select Service repairers."

Denise Caspersen the Collision Division Manager for the Automotive Service Association (ASA), took the opportunity to follow up on ASA's request that State Farm demonstrate how this 'win-win' program benefits repairers, and asked Avery to share some specific positive results. "George, during your 15 minute presentation, you said that some shops have seen some positive results, maybe you could expand on that [and] give some tangible, positive results, both profit and operationally, on how this Parts Trader [program] is really a win for repairers."

Avery stressed that the program is still in the evaluation period and changes are still being made to the process, "I am not sure how to answer your question yet, although we have it, and we certainly respect ASA enough that we will respond when we have an answer," Avery said.

While maybe short on specific answers, Avery perhaps summed up the company's position best when he responded to a repairer who criticized him for dancing around the issues, "I'm not dancing, I am in pilot," Avery said, "After the pilot, after we're convinced that we've done everything [we can do], there will come a time I'm going to say, yes, this is what we are going to require, and the individual repairers need to make that decision on who they want to deal with, do they want to deal with Select Service and State Farm? And I hope they do, because I'm not going to fix cars, I need a strong repair industry to fix our customer's car."

Source: www.collisionweek.com

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The goal of the ABAC News is to provide a forum for the free expression of ideas. The opinions and ideas appearing in this publication are not necessarily representations of the ABAC and should not be construed as legal advice.



Mark Your Calendars for the next ABAC Quarterly Educational Meeting

Tuesday September 11th, 2012

*Country House Restaurant
990 Foxon Rd (Rte 80)
East Haven, CT 06513*

Cocktails/Dinner 6:30pm

ABAC 2012 Corporate Sponsors

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Balise Motor Group
Chevrolet - Ford - Honda - Hyundai - Lexus - Mazda
Nissan - Saturn - Subaru - Toyota - Volkswagen

Enterprise

Managed Air Systems

Richard Chevrolet
Chevrolet - Saturn