

**ALLSTATE INSURANCE COMPANY PLAN
FOR
THE DIRECT PAYMENT OF MOTOR VEHICLE COLLISION AND COMPREHENSIVE
COVERAGE CLAIMS AND REFERRAL REPAIR SHOP PROGRAMS**

Allstate Insurance Company presents a formal and detailed direct payment plan proposal in compliance with Massachusetts General Laws and Code of Massachusetts Regulations.

1. Definitions

As used in this Plan, the following terms will have the meanings indicated:

Claimant means any person making a claim for motor vehicle damage or loss for first party damages, except for glass claims.

Collision coverage means that optional coverage defined in M.G.L. c. 90, §34O(1) offered as part of a motor vehicle liability policy or bond, except for glass claims.

Commissioner means the Commissioner of Insurance appointed under the provisions of M.G.L. c. 26, § 6, or his or her designee.

Comprehensive coverage means that optional coverage defined in M.G.L. c. 175, § 113O as fire and theft coverage or comprehensive coverage, so-called, offered as part of a motor vehicle liability policy or bond, except for glass claims.

Limited collision coverage means that optional coverage defined in M.G.L. c. 90, §34O(2) offered as part of a motor vehicle policy or bond, except for glass claims.

Motor vehicle insurance means motor vehicle liability policies or bonds as defined in M.G.L. c. 90, §§ 34A, 34O, and in M.G.L. c. 175.

Referral Shop or Good Hands Repair Network (GHRN) shop means a shop which has entered into an agreement satisfactory to Allstate Insurance Company, to complete repairs when such shop is selected by an Allstate Insurance Company claimant without undue delay, for the amount of the direct payment to the claimant plus any applicable deductible.

Repair shop means a motor vehicle repair shop as defined in M.G.L. c. 100A, § 1, but not including glass specialty shops and shops which primarily sell tires or audio equipment.

2. Payment to the Claimant

Allstate Insurance Company shall offer to pay every person making claim for the loss of or damage to the insured motor vehicle under collision coverage, limited collision coverage or comprehensive coverage the full amount, less any applicable deductible, of the cost of repair of the damage as described in an appraisal made by a licensed automobile damage appraiser employed or designated by the company, subject to the terms and conditions of the applicable insurance policy. In the case of property damage liability claims, we may make such offer to the person to whom such liability payments are owed.

Unless the claimant refuses such direct payment, we shall make such payment at the time of, or within five business days after the preparation of the said appraisal, unless the claimant permits a longer period in order to allow the company sufficient time to make arrangements directly with a repair shop for the repair of the claimant's car. In no event shall payment be made prior to provision of a copy of the appraisal to the claimant, unless the claimant directs us to make arrangements directly with a repair shop for the repair of the claimant's car, in which case we may, with the claimant's consent, provide such copy subsequent to payment. Nothing in this section shall be construed to affect the right of Allstate Insurance

Company to delay payment for a period reasonably necessary to investigate any claim before authorizing repair work or making payment on such claim.

If the claimant refuses such direct payment, we shall comply with applicable laws and regulations relating to such payments without regard to this plan.

The payments described above shall be a negotiable instrument, payable to the claimant, and the lien holder, if applicable, unless the claimant elects to have us make such payment directly to a repair shop on the claimant's behalf in cases where the claimant directs us to make arrangements directly with a repair shop for the repair of the claimant's car.

3. Repair Certification

Each claimant shall receive, with the appraisal and direct payment check, or prior to his or her delivery, a repair certification form attached hereto as Exhibit A.



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The claimant shall return the repair certification form to the company upon completion of the repairs. If the claimant elects not to repair the vehicle or if the repair certification form is not returned to us, the actual cash value of the insured vehicle will be reduced by the amount of the claim payment plus applicable deductible, unless and until such time as we receive a repair certification form.

4. Resolution of Consumer Disputes

If the claimant disputes the accuracy of the appraisal or the amount of the payment based thereon, we shall resolve such dispute as follows:

(a) The claimant, or the claimant's representative or repair shop at the direction of the claimant, must notify us by telephone or in writing if the cost of repairs is expected to exceed the amount of the payment plus any applicable deductible and the claimant is seeking to have us pay any part of the difference. Such notice must be prior to, or in the course of, the repair work.

Allstate Insurance Company shall promptly evaluate the source of any differences between our appraisal and the cost of repairs and either authorize or deny a supplemental payment within three business days after the notification of such difference and inspection of the vehicle. During such 3-day period, we may inspect the vehicle, and if requested, the claimant or repair shop shall make the vehicle available for inspection.

The company shall not delay such inspection for more than three days without the consent of the claimant. If Allstate Insurance Company makes a timely request for inspection we will either authorize or deny a supplemental payment within three business days after the inspection. The claimant may direct us to make any supplemental payment to the repair shop, provided the repair shop is registered under MGL c. 100A. Otherwise, any supplemental payment must be made directly to the claimant.

(b) If the claimant and the company are unable to reach agreement as to any dispute as to the amount of the payment by us, either party may demand arbitration of the dispute. The demand for arbitration must be in writing and it must include an appraisal of the cost of the repair prepared by a licensed automobile damage appraiser and an itemized bill for the actual cost of the repair, if the repair has been completed. The arbitration will be conducted pursuant to General Provision Section 11 of the Massachusetts Standard Automobile Insurance Policy and the applicable provision of MGL c. 175, section 191A. Notwithstanding this provision, the claimant may, without prejudice, pursue any other remedy, which may be available.

(c) If the repair is made at a registered repair shop which participates in our referral shop program, neither the repair shop nor the insurer shall require the claimant to pay more than the amount of the direct payment plus the amount of any applicable deductible to have the repair work completed, and any dispute as to the amount of the appraised damage shall be resolved between the referral repair shop and us.

5. Referral Repair Shop Program

Every claimant will be provided a single list containing the names and locations of all registered repair shops, within a reasonable geographic area, as defined by 211 CMR 123.03 that appear on the list maintained by the Division of Standards pursuant to MGL Chapter 100A section 6.

This list will include at least one participating referral repair shop geographically convenient for the claimant, which will perform the repairs on referred claims without undue delay. The participating referral shops will be clearly identified within the list by an asterisk or other means of highlighting. Allstate Insurance Company shall not require a claimant to have repairs made at any specific repair shop.

The Allstate Good Hands Repair Network, (GHRN) referral program shall include only shops: (i) which are registered repair shops; and (ii) which have entered into an agreement satisfactory to us to complete repairs for claimants referred by the company without undue delay, for the amount of the direct payment to the insured plus any applicable deductible, plus any supplemental payment authorized by us.

In determining which registered repair shops will participate in our referral program, we shall consider all of the following criteria, and only the following criteria:

- The quality and cost of repairs at a particular shop
- The quality of the service given the customer
- The responsiveness of the shop to the customers' needs
- The ability of the shop to perform repairs without undue delay
- The geographic convenience of the shop for the claimant
- The cooperation of the shop with pre and post—repair inspections and the shop's compliance with applicable laws and regulations

The company shall maintain written guidelines incorporating these criteria as applied in implementing its plan. These guidelines shall be made available to the Commissioner of Insurance upon his or her request and shall also be made available on request to any repair shop in the event that Allstate Insurance Company denies that shop placement on or strikes that shop from its program. A sample Repair Facility Services Agreement form is attached hereto as Exhibit B.



Sample RSFA Exhibit B
rev.rtf

A repair shop shall be included on the program prepared by Allstate Insurance Company if the shop agrees in writing to comply fully with the plan, unless the shop is denied placement on or stricken from the program pursuant to 211 CMR 123.06 (5), and is determined by the company not to satisfy one or more of the criteria listed above. The form of agreement between the shops in the referral program and Allstate Insurance Company may provide adequate assurances that the repair shop will continue to satisfy us as to such criteria.

6. Development and Changes of Referral Program

We may strike a repair shop from our Good Hands Repair Network referral program, or deny placement thereon, provided we file a statement with the Commissioner of Insurance specifying the nature of the shop's failure to comply with the plan or with the agreement or proposed agreement between Allstate Insurance Company and the repair shop. A repair shop that claims that it has been improperly stricken from or denied participation may demand arbitration. A neutral arbitrator jointly agreed to by the repair shop, and us or, in the absence of such agreement, within 21 days of submission of the request for arbitration to the company, by an arbitrator selected by the Commissioner of Insurance, shall conduct such binding arbitration. The parties to the arbitration shall bear the costs of the arbitration equally, but the losing party shall be liable to the prevailing party for its costs, unless the arbitrator orders otherwise. If the arbitrator finds that the losing party acted in bad faith, he or she may also award the prevailing party attorney's fees, if any. The arbitrator shall determine whether the repair shop was improperly stricken from the program, but shall make no finding or order as to any damages other than the award of costs and/or attorney's fees, if any. The decision of the arbitrator shall be final.

7. Our Guarantee

If a claimant chooses to participate in Allstate's Good Hands Repair Network (GHRN) and has repairs performed at a repair shop included in our program, Allstate Insurance Company shall guarantee the quality of the materials and workmanship used in making the repairs. Our monetary obligations under the guarantee are limited to the cost of repairing the damaged automobile less any applicable deductible. The guarantee covers only the cost of re-doing the repair job, in whole or in part, if necessary. It is valid from the date of the repair for as long as the customer owns the vehicle. Our guarantee shall be in addition to all other guarantees, which may be made by the manufacturer and the repair shop. The agreement between Allstate Insurance Company and the repair shop may provide for indemnification of the company by the repair shop for any costs associated with such guarantee under such terms and conditions, as the parties to the agreement shall specify.

8. INITIAL APPRAISAL and Reinspection Requirements

If a claimant chooses to participate in Allstate's Good Hands Repair Network referral program and to have repairs performed at a repair shop included in our program, Allstate Insurance Company shall assign a licensed auto appraiser to complete an appraisal of the damaged motor vehicle.

Upon receipt of the damaged motor vehicle, the Good Hands Repair Network referral shop shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the auto appraiser. The auto appraiser shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the Good Hands Repair Network referral shop. After examining the vehicle in further detail by reviewing the digital video, the auto appraiser shall direct the Good Hands Repair Network referral shop to digitally photograph particular portions of the vehicle, including each damaged area of the vehicle, which digital photographs shall then be transmitted to the auto appraiser for review. The auto appraiser shall also request additional digital video or digital photographs to be taken by the Good Hands Repair Network referral shop of the entire vehicle or selected areas thereof, as needed, to enable the auto appraiser to complete the inspection of the damaged motor vehicle. The auto appraiser shall rely primarily on his or her inspection of the damaged motor vehicle in making the appraisal of the damaged motor vehicle.

Under the specific direction of the auto appraiser, the Good Hands Repair Network referral shop shall prepare an initial assessment of the repairs that need to be made to the damaged motor vehicle. The initial assessment shall be subject to audit and final review and approval by the auto appraiser. The auto appraiser shall personally complete a review of all of the information relating to the damaged motor vehicle, including the initial assessment, and, based upon this review and his or her inspection of the vehicle, as described above, the auto appraiser shall make the final determination as to the appraised cost to repair the damaged motor vehicle. Under no circumstance will a payment be issued on a Good Hands Repair Network referral assignment without review and approval by a Massachusetts licensed auto appraiser, except where the company may exclude a claim for which the amount of loss, less any applicable deductible, is less than \$1,500, pursuant to 212 CMR 2.04 (1)(a).

We shall have a licensed automobile damage appraiser reinspect vehicles following completion of repairs as follows:

- (a) With respect to repairs as to which the appraisal indicates that the cost is expected to exceed \$4,000.00, at least 75% of such vehicles shall be reinspected
- (b) With respect to repairs as to which the appraisal indicates that the cost is not expected to exceed \$4,000, at least 25% of such vehicles shall be reinspected
- (c) If during the course of repairs the Good Hands Repair Network referral shop concludes that the repair cost will likely exceed the state mandated percentage to declare a vehicle a total loss, the Good Hands Repair Network shop will notify Allstate Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle.

In no event shall the selection of vehicles for reinspection be based on the age or sex of the policy holder or of the customary operators of the vehicle, or on the principal place of garaging of the vehicle, or on whether the repairs were performed at a repair shop not participating in our referral program. The company, in its discretion, may reinspect vehicles in addition to those that it reinspects pursuant to the foregoing provisions.

9. Conflicts of Interest

(a) No employee or agent of the company with responsibility for creating, managing, or maintaining the Referral Repair Shop Program as prescribed in 211 CMR 123.00 shall receive or ask for any payment, gift, or any other thing of value from any repair shop included, or seeking to be included, on our referral repair shop program. No repair shop, or employee or owner thereof, shall give, pay, or offer to give or pay anything of value to any person in exchange for being included, or as an inducement for being included, on an insurer's Referral Program. For purposes of this paragraph, the words "employee," "owner" and "agent" shall also include any spouse or child of an employee, owner, or agent.

(b) A discount on parts, glass, labor rate or other item or customer service in connection with the repair of motor vehicles offered by a repair shop to an insurer shall not constitute a "payment, gift or any other thing of value" for purposes of the foregoing paragraph.

10. Disclosure to Consumers

Every claimant under this plan shall be given full and adequate disclosure, with or prior to the appraisal and at such other times as we may determine, as to the following:

- (a) The claimant may elect to accept direct payment under the plan and or he or she may choose to pursue the claim without regard to the plan;
- (b) If the claimant accepts direct payment, he or she may choose to have repairs made at any repair shop, whether or not the shop participates in our referral program;
- (c) if the claimant accepts direct payment, the claimant may choose one of our referral shops, in which case we will guarantee the materials and workmanship of the repair in accordance with the terms of Section 7 above, captioned "Our Guarantee", and the Cost of the repair to the claimant will not exceed the amount of Allstate Insurance Company's direct payment to the claimant plus any applicable deductible;
- (d) The procedure for resolving claimants/disputes under the plan; and,
- (e) Such other information as will aid the claimant in exercising his or her rights under the plan.

11. Amendment

In the event that 211 CMR 123 is amended, this plan shall be deemed to be modified concurrent with the effective date of such amendment to conform to that regulation.

12. Effective Date

The effective date of this plan shall be December 1, 2015. If approved by the Commissioner of Insurance, the benefits of this plan shall be made available to all claimants submitting claims arising from accidents or other losses occurring on or after December 1, 2015 unless and until the approval of this plan is revoked or the plan is otherwise terminated in accordance with 211 CMR 123.0.4(9), or unless and until the company ceases to implement the plan in accordance with 211 CMR123.04 (13)

Express Office
PO BOX 650506
DALLAS TX 75265-0506



John Smith
Address1
Address2
ROSEMEAD CA 91770-3221

March 11, 2010

INSURED: Robert Paul
DATE OF LOSS: January 01, 2002
CLAIM NUMBER: 1259099882 CMP

PHONE NUMBER: 800-776-2615
FAX NUMBER: 540-989-2640
OFFICE HOURS:
Mon - Fri 8:00am - 5:30pm
Saturday 8:00am - 4:30pm

Re: Certificate of Automobile Repair Form

Mr. John Smith

Attached you will find the estimate for repairs to your vehicle damaged in the above referenced claim number. A check for the amount of the estimate less your deductible is also included.

A list of registered repair facilities near you is included. You may choose any one of these facilities to repair your vehicle.

You will also find a Repair Certification Form along with a return envelope. Massachusetts insurance law and regulations require that you complete the form and return it to Allstate upon completion of the repair to your damaged vehicle. The Repair Certification Form includes important information with regard to your rights and obligations. Please read the form carefully before submitting to Allstate.

If you do not return the form or you elect not to have repairs made to your damaged vehicle, the actual cash value of the vehicle will be reduced by the amount of the claim payment plus any applicable deductible.

Thank you,

Sincerely,

Claim Processor

800-776-2615
Express Office

1259099882 CMP

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REPAIR CERTIFICATION FORM

(To be returned to Allstate Insurance Company upon completion of repairs)

Policyholder Information

Date: _____
Insured: _____
Claim Number: _____
Date of Loss: _____

Explanation of Your Rights and Duties for Repairing Damaged Vehicle

A list of repair shops has been provided to you. This list contains collision repair facilities registered in the Commonwealth of Massachusetts in your general area. You have the right to choose any registered repair facility to complete the repairs to your damaged vehicle for the amount of the estimate provided. **The repair facilities whose workmanship we guarantee will be identified on the list provided with an asterisk before the repair facilities name.**

You or your representative or repair shop at your direction must notify us, by phone or in writing, prior to or in the course of repairs, if the cost of repairs is expected to exceed our payment made to you, plus any applicable deductible and you wish us to pay any part of that extra cost. We reserve the right to inspect the vehicle within three (3) business days of notification and we will authorize or deny any supplemental payments within three (3) business days after inspection.

We will make every effort to reach an agreement with you or your representative or your shop on the reasonable cost to repair your damaged vehicle. If we are unable to agree on repair costs, either party may demand arbitration of the dispute. The demand for arbitration must be in writing and it must include an appraisal of the cost of repair prepared by a licensed automobile damage appraiser and an itemized bill for the actual repair cost, if the repair has been completed. The arbitration will be conducted pursuant to General Provision Section 11 of your Massachusetts Auto policy.

Massachusetts law requires you to complete and to return this Repair Certification Form to Allstate upon completion of repairs to your damaged vehicle. If the completed Repair Certification Form is not returned to us or you elect not to repair your vehicle, the actual cash value of your vehicle will be reduced by the amount of the claim payment plus any applicable deductible.

After receipt of this completed Repair Certification Form, we may elect to reinspect your repaired vehicle. We will make arrangements with you to complete this reinspection in a reasonable time period and at a location reasonably convenient to you. You must make the repaired vehicle available for this reinspection.

Certification of Repair

I certify that my damaged vehicle has been repaired by:

Repair Shop Name: _____
Address: _____

Telephone: (_____) _____
Policyholder Name: _____
Policy Holder Signature: _____
Date: _____

Company Reinspection

(FOR COMPANY USE ONLY)

(Check one)

Repair Work completed in accordance with appraisal

Other (explain) _____

Licensed Appraiser _____

Date _____



ALLSTATE GROUP-CLAIMS
Express Office
PO BOX 650506
DALLAS TX 75256-9558

Fold here: address must appear in return envelope window



ALLSTATE GROUP-CLAIMS
Express Office
PO BOX 650506
DALLAS TX 75256-9558

Fold here: address must appear in return envelope window

The office identified above provides claims handling services for the Allstate Group of Insurance Companies, including the underwriting company referenced on the documents accompanying this insert.



REPAIR FACILITY SERVICES AGREEMENT

SHOP NAME:	XXXXXXXXXXXX
ADDRESS:	XXXXXXXXXXXXXXXX
CITY:	XXXXXXXXXX
STATE:	XXXXXXXXXX
NEXTGEN ID:	XXXXXXXXXXXXXXXXXX
AGREEMENT DATE:	XXXXXXXXXX

This Repair Facility Services Agreement ("Agreement") is entered into by and between XXXXXXXXXXXXXXXXXX, a(n) [company, corporation, d/b/a, LLC, etc.] ("Repair Facility") and Allstate Insurance of Northbrook, Illinois, an Illinois Insurance Company ("Allstate") and is XXXXXXXXXX.

1. Services

(a) This is an agreement in which Allstate shall retain Repair Facility to provide automotive repair services under Allstate's Good Hands® Repair Network program ("Services"), subject to the terms and conditions set forth herein. For purposes of this Agreement and any attachment hereunder, the term "Allstate" includes its insurance subsidiaries and affiliates and the term "Repair Facility" includes its employees, representatives, agents and subcontractors.

(b) The scope of Services to be performed under this Agreement, including, among other things, operating procedures and customer service standards, is set forth in Exhibit A, "Performance Standards For Repair Facilities." Specific rates, fees, expense estimates, and timetables, shall be set forth in applicable Schedule(s).

(c) The terms and conditions of this Agreement may from time to time be amended in writing and signed by both parties.

(d) To the extent there is any conflict between the provisions of this Agreement and any Schedule, Exhibit or Attachment, the terms of this Agreement shall control the rights and obligations of the parties, unless a properly executed Schedule or Exhibit expressly amends and supersedes this Agreement.

2. Personnel and Staffing

(a) Repair Facility has sole discretion to provide all necessary personnel for each project under this Agreement. If Allstate believes that the conduct of any individual selected by Repair Facility may or does result in a breach of this Agreement or a risk of liability to Allstate, then Allstate shall have the right, but not the obligation, to so notify Repair Facility. If Allstate does give such notice to Repair Facility, then Repair Facility shall immediately review the matter and promptly take such reasonable steps to remedy the situation, including, but not limited to, replacing one or more individuals assigned to the project. Allstate and Supplier expressly agree that Supplier is solely responsible to ensure that all of its personnel who perform Services on behalf of Allstate are authorized to accept employment with Supplier in the United States.

(b) Repair Facility shall not bring upon Allstate premises, or assign Allstate work to, any personnel of Repair Facility whose background check revealed: (1) a felony conviction involving dishonesty or breach of trust; or (2) any other pertinent information indicating that the individual poses a significant risk to the health or safety of others.

(c) Repair Facility shall comply with the pre-existing Allstate Vendor Selection requirements for managers, owners, partners and equity officers. The Vendor Selection form, which has been completed and executed by the Repair Facility, is on file at Allstate's offices and is incorporated by reference herein.

3. Independent Contractor Status

(a) Repair Facility shall be an "independent contractor" hereunder. Neither Repair Facility nor any of its employees or other agents shall be deemed an "employee," "agent," "servant," or "joint employee" of Allstate. Allstate will have no control or influence over any of Repair Facility's employees or other agents. In that regard, Repair Facility shall have the sole discretion to hire and fire, discipline, evaluate, manage, train, maintain records of hours, handle payroll, provide insurance, and determine all other terms and conditions of employment for its employees.

Repair Facility's employees and other agents will not be eligible to participate in any Allstate employee or fringe benefit programs, including, but not limited to, any bonus, pension, profit sharing, stock option, vacation, disability, retirement, deferred compensation, or insurance which Allstate may maintain for its own employees

(b) The administration of claims involving workplace injury to any of Repair Facility's employees or other agents while working on, or present at, Allstate premises will be the sole responsibility of, and will be handled solely by, Repair Facility.

(c) Repair Facility shall, in performing the services contemplated herein: (i) use its own equipment; and (ii) ensure that all of its employees are fully trained and/or certified on the equipment to be used. Certification and/ or training shall incorporate all OSHA-related requirements.

4. Privacy and Data Protection

As part of providing Services, Repair Facility represents and warrants that it:

(a) will comply with all applicable federal and state privacy and data protection laws and regulations established for the collection, storage, use and dissemination of Allstate customer information and will comply with the terms of its own privacy statement;

(b) will not share or make Allstate customer information available to any third parties, including, but not limited to subcontractors located within or outside of the United States, and may not use Allstate Information for any purposes other than as provided in this Agreement, without Allstate's written consent; and

(c) has implemented and will maintain reasonable security measures to protect against the loss, misuse and alteration of consumer information under its control. Allstate reserves the right to audit Repair Facility security measures upon reasonable notice.

5. Audits

Allstate shall, upon three (3) business days' prior written notice, or such other reasonable time-frame as mutually agreed by the parties, have full access to all billing records, Repair Facility invoices and payments, orders, data, etc. and all other relevant records in Repair Facility's custody that concern Repair Facility's relationship with Allstate. Allstate will not have access to any payroll information. Repair Facility shall supply all assistance reasonably necessary so that the Allstate auditors may complete any such audit. Allstate will not be held responsible for time or miscellaneous costs incurred by Repair Facility in association with any audit, including the costs associated with providing audit logs, systems access, or space.

6. Rates and Payment Term

Fees, charges, and payment terms are set forth in the attached Exhibit A, and the applicable Schedule of Pricing which is attached to and/or incorporated by reference herein this Agreement.

7. Warranties

(a) Repair Facility warrants that all Services provided hereunder will be performed in a good workmanlike manner, with that standard of care, skill, and diligence normally provided by a similar professional in the performance of similar services in accordance with applicable specifications and industry standards.

(b) Repair Facility warrants that its performance under this Agreement, including, but not limited to its production of tangible or intangible products, will not infringe upon or violate the rights of any third party, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or patent, copyright, trade secret, trademark or other proprietary rights.

8. Compliance with Laws and Regulations

(a) Repair Facility will comply with all federal, state and local laws and regulations relating to the performance of its repair services, including but not limited to, all laws and regulations relating to employment, taxation and the health and safety of employees. Further, Repair Facility will demonstrate a concern for the environment by complying with all safety and environmental standards when disposing of toxic and hazardous waste materials.

(b) Repair Facility agrees to prevent illegal and fraudulent practices by complying with all applicable laws and regulations.

(c) Repair Facility agrees to demonstrate a concern for preventing the use of stolen parts by complying with all applicable state and federal anti-theft laws and regulations

9. Insurance

Repair Facility will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- a. Garage liability insurance with a limit of not less than \$1,000,000 per occurrence, or
- b. Garage liability insurance with a limit of not less than \$500,000 per occurrence and umbrella liability insurance policy of at least \$500,000 per occurrence.
- c. In addition, we ask that you contact your insurance broker and have Allstate Insurance Company listed as a certificate holder, so that we are informed of updated policy information. Our address is:

**Allstate Insurance Company
Good Hands® Repair Network
2775 Sanders Road; Suite B1W
Northbrook, IL 60062**

10. Indemnification

To the fullest extent permitted by law, Repair Facility agrees to indemnify, defend, and hold Allstate, including its officers, directors, employees, and other agents, harmless from any and all liability (including, without limitation, reasonable attorney's fees, costs and expenses) resulting from or related to any claim, complaint and/or judgment for:

(a) relief or damages obtained by any of Repair Facility's employees or other agents for any benefits offered by Allstate to its own employees;

(b) worker's compensation, unemployment compensation or disability insurance premiums or claims, employment taxes, insurance contributions (e.g., OASDI) and/or withholding taxes levied upon or attributable to the Services rendered by Repair Facility;

(c) relief asserted or brought against Allstate which arises from the negligent performance of or failure to perform any Services rendered, or tortious action taken by Repair Facility or its employees or agents, pursuant or related to this Agreement;

(d) relief asserted or brought against Allstate which arises from Repair Facility's failure to comply with the requirements set forth in paragraph (b) of Personnel and Staffing, pursuant or related to this Agreement;

(e) any breach or claimed breach of the warranties set forth in Section 7 Warranties; or

(f) unauthorized use or disclosure of Confidential Data by Repair Facility.

11. Confidentiality

(a) Repair Facility acknowledges that during the course of this Agreement, Allstate may make confidential data available to Repair Facility or Repair Facility may otherwise learn of trade secret or confidential information of Allstate (collectively, hereinafter "Confidential Data"). Confidential Data includes all Allstate information not generally known or used by others and which gives, or may give, Allstate an advantage over its competitors or which could cause Allstate injury, loss of reputation or goodwill if disclosed. Such information includes, but is not necessarily limited to, data or information of Allstate which identifies or concerns past, current or potential customers, business practices, financial results, research, development, systems and plans; and/or certain information and material identified by Allstate as "Confidential"; and/or data Repair Facility furnishes to Allstate from Repair Facility's database or third party Repair Facilities; and/or data

received from Allstate and enhanced by Repair Facility. Confidential Data may be written, oral, recorded, or maintained on other forms of electronic media. Because of the sensitive nature of the information that Repair Facility and its employees or agents may become aware of as a result of this Agreement, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Confidential Data.

(b) Repair Facility acknowledges that all Confidential Data furnished by Allstate is considered proprietary and strictly confidential. Repair Facility also acknowledges that the unauthorized use or disclosure of any Confidential Data will cause irreparable harm to Allstate. Accordingly, Repair Facility agrees that Allstate shall be entitled to equitable relief, including injunctive relief (without bond), in addition to all other remedies available at law for any threatened or actual breach of this Agreement or any threatened or actual unauthorized use or disclosure of Confidential Data.

(c) Repair Facility will employ commercially reasonable measures to protect Confidential Data received from Allstate, or which it becomes aware of about Allstate, that it would employ for its own comparable confidential information (but in no event less than a reasonable degree of care in handling Confidential Data). Without limiting the foregoing, Repair Facility further agrees that: (i) Confidential Data shall not be distributed, disclosed, or conveyed to any third party except by prior written approval of Allstate; (ii) no copies or reproductions shall be made of any Confidential Data, except to further the purposes of any assignment that Repair Facility may receive from Allstate; and (iii) Repair Facility shall not use any Confidential Data for its own benefit or for the benefit of any third party. If Supplier becomes aware of a threatened, suspected or actual breach of this Section 11, Repair Facility must notify Allstate pursuant to Section 16, Notices.

(d) Repair Facility agrees that, should third parties request Repair Facility or its contractors, subcontractors or agents to submit Confidential Data to them pursuant to subpoena, summons, search warrant or other lawful process, Repair Facility will notify Allstate immediately upon receipt of such request. In no case shall such notice be received by Allstate later than five (5) business days after receipt by Repair Facility. If Allstate objects to the release of the Confidential Data, Repair Facility will permit counsel chosen by Allstate to represent Repair Facility in order to resist release of the Confidential Data. Provided that Repair Facility is otherwise in compliance with this Agreement, Allstate will indemnify Repair Facility for all reasonable expenses incurred by Repair Facility in connection with resisting the release of the Confidential Data.

(e) Repair Facility agrees that all Confidential Data shall at all times remain the sole property of Allstate and, if in tangible form such as (by way of example and not limitation), in writing or on tape, disk, or other electronic media, such tangible material and all copies shall be returned to Allstate within five (5) business days after termination of Repair Facility's assignment at Allstate or upon demand at any other time. No rights or licenses, express or implied, are granted by Allstate to Repair Facility under any patents, copyrights, trade secrets, or other proprietary rights of Allstate as a result of or related to this Agreement.

(f) The obligations set forth in paragraphs (a) through (e) above shall not apply to:

- (i) any disclosure specifically authorized in writing by Allstate; or
- (ii) Confidential Data which:
 - (1) has become well known in the trade; or
 - (2) was disclosed to Repair Facility by a third party not under an obligation of confidentiality to Allstate; or
 - (3) was independently developed by Repair Facility not otherwise in violation or breach of this Agreement or any other obligation of Repair Facility to Allstate; or
 - (4) was rightfully known to Repair Facility prior to entering into this Agreement.

(g) The obligations of each party set forth in paragraphs (a) through (f) above shall survive the completion or termination of the Agreement.

12. Non-Publication of Allstate Name and Trademarks; Advertising Restraints

(a) Repair Facility agrees that without the prior written consent of Allstate, it will not:

- (i) use the name, logos, service marks, or trademarks of Allstate ("Allstate Marks"), or
- (ii) reveal the existence or terms and conditions of this Agreement, or that Supplier is providing goods and/or Services to Allstate.

(b) Notwithstanding sub-section (a) above, Repair Facility has the right to use Allstate Marks for the limited purpose of promoting, advertising and marketing the Good Hands® Repair Network program by signage provided and approved by Allstate.

(c) The provisions of this Section 12 apply to any disclosure to a third party, including but not limited to, advertising, publicity releases, sales presentations, marketing materials, publications, correspondence, and announcements. Requests for Allstate consent must be submitted pursuant to Section 16, Notices herein. Allstate may revoke any consent given under this Section 12 at any time, upon notice to the Repair Facility. If Allstate revokes its consent under this Section 12 or if Repair Facility is removed from the Good Hands® Repair Network by Allstate, then Repair Facility shall be required to return all signage within fifteen (15) days of notice by Allstate.

(d) Notwithstanding the above, upon prior written notice to Allstate, Repair Facility may make any disclosure specifically required by law or regulation. If Repair Facility is a publicly traded company, with regard to any disclosure by Repair Facility required for publicly traded companies under Item 601(b)(10) of Regulation S-K of the Securities and Exchange Commission (SEC) for publicly traded companies, a confidential treatment request in a form satisfactory to Allstate must be filed with the SEC, if requested by Allstate.

(e) Repair Facility acknowledges that: (i) Allstate Marks are a valuable proprietary asset of Allstate; and (ii) consequently, if Repair Facility sells or otherwise misuses Allstate Mark(s), Allstate shall be entitled to take appropriate legal action including injunctive relief (without bond), to protect such mark(s) and/or obtain damages for such action by Repair Facility.

13. Termination

(a) Either party may cancel this Agreement without cause upon presentation of 30 days prior written notice to the other party. Upon such termination, Repair Facility shall complete all remaining services as quickly as is reasonably possible and Allstate shall pay all valid outstanding invoices for work completed. All remaining services shall be performed with the same quality standards and obligations as set forth in this Agreement.

(b) Allstate may immediately terminate this Agreement if Allstate receives information on its own or through information provided by an Allstate policyholder or another beneficiary under an Allstate policy, which establishes reasonable grounds for the belief that Repair Facility has been acting fraudulently in its dealings with Allstate, Allstate policyholder(s) or another beneficiary under Allstate polic(ies). In such event Repair Facility will assist Allstate in obtaining services from other repair facilities for affected Allstate customers. Further, Repair Facility will reimburse Allstate for payments made by Allstate for any unfinished work paid.

(c) In the event that either party shall cease conducting business in the normal course, become insolvent, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other party, this Agreement shall terminate immediately and be of no further force and effect. A party shall have the duty to inform the other party if any these conditions occur. Such notice shall take place within ten (10) days after the occurrence of such event.

(d) Upon termination of this Agreement, each party shall return to the other, within five (5) business days, all papers, materials and other properties of the other held by each. Failure to comply with the provisions of this Section may result in payment to Repair Facility being withheld by Allstate until all papers, materials, equipment or other property is returned.

14. Allstate's Right to Recover Vehicles

Repair Facility acknowledges and agrees that Allstate shall have the right (including the right to repossess), pursuant to and in accordance with applicable laws and regulations, to recover vehicles in Repair Facility's possession if Repair Facility upon termination of this Agreement resulting from either: (a) Section 13(a) above; or (b) Repair Facility's ceasing to conducting business.

15. Notices Regarding Contract Matters; Communications Concerning Services Provided by Repair Facility

(a) Notices Regarding Contract Matters

(i) Except as specifically provided elsewhere in this Agreement, all notices required or permitted to be given by one party to the other under this Agreement shall be in writing and shall be sufficient if made to the parties pursuant to the information below, and by:

- (1) personal delivery (including delivery by any commercial delivery service);
- (2) registered or certified mail, postage prepaid, return receipt requested;
- (3) facsimile transmission ("Fax"); or
- (4) e-mail transmission.

(ii) The date of notice to the other party shall be, regardless of the date appearing on the notice: the date upon which such notice is actually delivered; or if the notice is given by registered or certified mail, the date upon which it is deposited in the mail; or if sent by Fax or e-mail transmission, the date on which the Fax or e-mail transmission was sent, provided an original is received by the addressee by any commercial delivery service within one (1) business day of the Fax or email transmission.

If to Repair Facility:

XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Fax: (XXX) XXX-XXXX
Email: XXXXXXXXXXXX@XXXXXX.COM

If to Allstate:

For all notices from Repair Facility to Allstate, Repair Facility should contact their local Damage Evaluator.
(b) Communications Concerning Services Provided by Repair Facility
For communications regarding specific Services provided under this Agreement (such as, customer-related problems), Repair Facility should contact its local Damage Evaluator.

16. Assignment

This is a personal services agreement between Repair Facility and Allstate and is not assignable by either party without prior written consent. It is understood, however, that Allstate may assign this Agreement to any subsidiary or affiliate without prior written consent, but with notice to Repair Facility. An assignee of either party, if authorized hereunder, shall have all of the rights and obligations of the assigning party set forth in this Agreement. This Agreement will inure to the benefit of and binding upon the successors of Allstate and Repair Facility.

17. Prohibition on Multiple Agreements

During the term of this Agreement, Repair Facility shall not enter into any other agreement of any type whatsoever, with the exception of Schedules or Exhibits under this Agreement, with any company, business unit, department, division, organization, or employee of Allstate without the written consent of Allstate, the request for which shall be forwarded to, with a copy to the Corporate Governance and Business Transactions Division of the Law and Regulation Department. Such consent shall not be unreasonably withheld.

18. Complete Agreement

This Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all prior proposals or agreements, oral or written and all other communications between Repair Facility and Allstate relating to the subject matter of this Agreement. Any modification of the terms or conditions of this Agreement without the express written consent of Allstate shall render this contract null and void. This Agreement may be amended or modified only in writing, as agreed to and signed by authorized representatives of both parties.

19. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. Survival of Terms

The terms, provisions, representations and warranties contained in this Agreement shall survive completion or other termination of this Agreement unless otherwise provided.

21. Applicable Law

This Agreement is entered into, governed by, and construed under applicable state laws, excluding that body of law applicable to conflicts of law.

22. Non-Waiver

No term, provision or breach shall be deemed waived, unless such waiver is in writing and signed by the waiving party. Any waiver, whether express or implied, shall not constitute a waiver of any different or subsequent term, condition or breach.

23. Equal Opportunity Employer

Allstate is an equal opportunity employer and complies with all federal and state employment laws and regulations. Accordingly, it is requested that Repair Facility make the same commitment.

24. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The individuals signing this Agreement represent and warrant that they are authorized to bind and do so bind the party on behalf of which they are executing this Agreement.

25. Authority

The person signing this Agreement on behalf of each party certifies that he or she is authorized by the party to execute this Agreement on behalf of the party, and bind the party to each of the provisions of this Agreement.

ACKNOWLEDGEMENT

THIS AGREEMENT SHALL BE CONSTRUED WITHOUT REGARD TO THE PARTY OR PARTIES RESPONSIBLE FOR ITS PREPARATION AND SHALL BE DEEMED AS PREPARED JOINTLY BY THE PARTIES. ANY AMBIGUITY OR UNCERTAINTY SHALL NOT BE INTERPRETED OR CONSTRUED AGAINSTEITHER PARTY. EACH OF THE PARTIES UNDERSTANDS THE SAME AND UNDERSTANDS THE LEGAL OBLIGATIONS THEREBY CREATED.

Accepted by:

<p>REPAIR FACILITY: XXXXXXXXXXXXXXXXXXXX</p> <p>BY: _____</p> <p>TYPED/PRINTED NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

<p>ALLSTATE INSURANCE COMPANY</p> <p>BY: _____</p> <p>TYPED/PRINTED NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

EXHIBIT A

PERFORMANCE STANDARDS FOR REPAIR FACILITIES

I. OPERATING PROCEDURES

A. Repair Processes

1. Repair Facility agrees to use ERL Shop App as a scheduling system to make specific appointments for vehicle drop-off for repairs, and delivery purposes.
2. Repair facilities are required to meet reasonable expectations in the use of recommended vendors for parts utilization decisions and the application of appropriate industry accepted / approved repair methodologies.
3. Upon receipt of the damaged motor vehicle, the Good Hands Repair Network referral shop shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the auto appraiser. The auto appraiser shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the Good Hands Repair Network referral shop. After examining the vehicle in further detail by reviewing the digital video, the auto appraiser shall direct the Good Hands Repair Network referral shop to digitally photograph particular portions of the vehicle, including each damaged area of the vehicle, which digital photographs shall then be transmitted to the auto appraiser for review. The auto appraiser shall also request additional digital video or digital photographs to be taken by the Good Hands Repair Network referral shop of the entire vehicle or selected areas thereof, as needed, to enable the auto appraiser to complete the inspection of the damaged motor vehicle. The auto appraiser shall rely primarily on his or her inspection of the damaged motor vehicle in making the appraisal of the damaged motor vehicle.
4. Under the specific direction of the auto appraiser, the Good Hands Repair Network referral shop shall prepare an initial assessment of the repairs that need to be made to the damaged motor vehicle. The initial assessment shall be subject to audit and final review and approval by the auto appraiser. The auto appraiser shall personally complete a review of all of the information relating to the damaged motor vehicle, including the initial assessment, and, based upon this review and his or her inspection of the vehicle, as described above, the auto appraiser shall make the final determination as to the appraised cost to repair the damaged motor vehicle. Under no circumstance will a payment be issued on a Good Hands Repair Network referral assignment without review and approval by a Massachusetts licensed auto appraiser, except where the company may exclude a claim for which the amount of loss, less any applicable deductible, is less than \$1,500, pursuant to 212 CMR 2.04 (1)(a).
5. If during the course of repairs the Good Hands Repair Network referral shop concludes that the repair cost will likely exceed the state mandated percentage to declare a vehicle a total loss, the Good Hands Repair Network shop will notify Allstate Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle.
6. Repair Facility will take photos of the damaged area on every vehicle estimated and upload photographs of the damaged vehicle to Allstate through the ERL Shop App. When requested by Allstate, Repair Facility will take additional photos. Allstate will explain the required views, volume and quality of any special request on a case-by-case basis as needed.
7. Repair Facility agrees to use an Allstate approved repair check-in sheet. The check-in sheet must contain expectations for customer update calls regarding the status of repairs on their vehicle. Prior damage will be noted on the repair check-in sheet; prior damage will not be included as items for Allstate insurance-related repair, unless otherwise required by statute or regulation. Customer-requested repairs that exceed repair levels required to return the vehicle to its pre-accident condition will be noted as "Customer Requested" on the estimate. Additionally, these situations require immediate phone notification to Allstate. The Repair check-in sheet must contain an area for the customer and repair facility to acknowledge and sign.
8. Repair facility agrees to use an Allstate approved, Pre-delivery-Quality Control Checklist. The checklist is required to include but not limited to: Repair Quality Acceptance, Promised Delivery Date, Actual Delivery Date, and Customer Contact on Repair Status Updates.
9. Damage to mechanical parts and components, exhaust systems and other items such as convertible and vinyl roofs will require the repair shop to provide sufficient information to designated shop representative or the appropriate Allstate representative for the purpose of calculating depreciation (unless prohibited by state law).

10. Minor cosmetic damage to the vehicle where repair or replacement would not be required or expected, and a cash-out allowance is appropriate, will require the repair shop to provide sufficient information to designated shop representative or the appropriate Allstate representative for the purpose of contacting the customer or claimant, to reach agreement as to the final disposition and any allowance amount. The Repair Facility will include the agreed amount on the estimate. Repair Facility will transmit a final copy of the repair estimate by close of business day.

11. At the direction of the Massachusetts licensed appraiser, if it is deemed necessary to perform a tear down of the vehicle to determine the extent of damage, the repair facility will secure the owner's permission to complete the tear down of the vehicle to the extent necessary.

- a. If a major tear down is required, the Repair Facility will immediately notify the appropriate Allstate representative for approval prior to any further teardown.
- b. If the vehicle is believed to be a total loss, the Good Hands Repair Network shop will notify Allstate Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle.
- c. If the vehicle is repairable, the Repair Facility must receive proper authorization from the customer prior to beginning repairs.
- d. If the vehicle is determined by Allstate to be a total loss, Allstate will advise the Repair Facility when and where the vehicle is to be moved for final processing.

12. If during the course of repairs, hidden damage is discovered or if significant changes in repair methodology are recommended, Repair Facility will obtain approval from the owner of the vehicle and contact Allstate prior to initiating the repair. A supplemental estimate must be prepared stating the modifications in repair procedure and the cost. The supplement must be uploaded to Allstate through ERL Shop App at the time of discovery. Any failure to comply with this procedure may result in the supplement not being honored, or the removal of Repair Facility from the Good Hands® Repair Network program.

13. At the conclusion of the repairs, Repair Facility will prepare a final, detailed invoice that reflects the actual vehicle repairs completed. A copy of the invoice will be provided to both the customer and Allstate prior to accepting payment.

- a. The final detailed invoice, which is the estimate/supplement, will be uploaded electronically to Allstate.
- b. The final detailed invoice, which is the estimate/supplement, to the customer will be a printed copy of the same invoice uploaded to Allstate.

14. Vehicles and estimates may be spot-checked by an Allstate representative or a third-party selected by Allstate. All Allstate-related bills and invoices must be available for immediate review by Allstate and in the event of a variance in the estimate, the loss may be readjusted and credit issued to either Allstate or Repair Facility. Failure to provide access to the vehicle or documentation may result in the removal of Repair Facility from the Good Hands® Repair Network program.

15. Repair Facility will adhere to the current Allstate total loss process.

16. Repair Facility agrees that the following estimating guidelines apply

- Any advance towing / storage charges costing over: \$ **XXX** will require prior approval by an Allstate representative.
- Any towing charges that appear on the estimate will not include markup from Repair Facility.
- Any storage fees charged by Repair Facility are to be applied only after 30 days.

B. Technology

1. The Allstate Good Hands® Repair Network utilizes ERL Shop App technology to establish two way communications between the repair shop and Allstate. This application will allow the repair facility to:

- Receive DRP Assignments from Allstate
- Report the Repair Statuses of assignments to Allstate
- Upload estimates and photos to Allstate
- View reinspection reports
- View Key Performance Indicators
- View Financial Details

2. As a condition of Repair Facility's participation in the Good Hands® Repair Network, Repair Facility will be required

to utilize ERL Shop App and an approved ERL-compatible estimating system.

3. Repair Facility agrees to utilize ERL Shop App for all repair status messaging.

4. The Repair Facility's use of the ERL Shop App shall indicate its acceptance and agreement to be bound by the terms of the accompanying End User License. Repair Facility further represents and warrants that any user who activates the ERL Shop APP on behalf of the Repair Facility shall have the authority to accept the terms of the End User License.

C. Authorization / Payment

1. Unless Repair Facility has been advised of a pending coverage or liability issue, repairs may begin immediately after the repair estimate has been sent to Allstate and vehicle owner authorization is secured.

2. Upon receipt of a valid and final estimate and notification that the repairs are complete, and vehicle has been delivered, Allstate will issue payment electronically to Repair Facility or by check payable to the customer and Repair Facility. Where payment requires issuing a check, a two party check will be mailed directly to Repair Facility unless the customer requests otherwise. All payments will be less any applicable deductible.

D. General Administration

1. Allstate Insurance Company may employ a range of oversight options, including but not limited to: physical inspection (before, during, or after the repair); preparation of a repair plan (scope); and electronic auditing.

2. Repair Facility is required to provide timely electronic update messaging information on a consistent basis. Failure to adhere to this requirement may result in removal from the program.

3. Repair Facility agrees to provide Allstate with notice at least seven (7) days prior to any closing of the Repair Facility for any reason including, but not limited to vacation time.

4. Periodically, Allstate will assess its needs in the marketplace to properly serve its customers and claimants. Based on this assessment, Allstate will determine if continued participation in the program is warranted.

5. Allstate reserves the right to review and revise the repair volume capability established for Good Hands® Repair Network shops based on past experience of the shop and the ability of the shop to handle Allstate business on a priority basis. In general, this means evaluating whether the Repair Facility can handle the number of cars, which Allstate is sending for repairs.

6. Allstate shall have no obligation to refer vehicles to this or any particular Repair Facility.

7. Repair Facility is responsible for the quality of the repairs performed under the Good Hands® Repair Network program. All direct and consequential costs associated with the re-work necessary to correct the vehicle repair to meet an acceptable industry repair standard will be the responsibility of Repair Facility. The vehicle must be repaired to industry standards. If a shop cannot return a vehicle to industry standards, and the customer has become uncomfortable with returning the vehicle to that shop for additional repairs, the original shop agrees to re-reimburse Allstate reasonable charges paid to the third repair facility that was necessary to return the vehicle to industry standards.

8. Repair Facility agrees that it is bound by the terms of the attachments and all other applicable Allstate policies, procedures and requirements.

E. Vendor Selection Process

Repair Facility agrees to provide information from time to time as necessary for qualification under the terms of the Allstate Vendor Selection process. Vendor Selection approval is required for continued participation in the program. Any change in ownership or management of Repair Facility will require immediate notification to Allstate of any such change. Failure to notify Allstate of any changes in ownership or management may result in suspension or removal from the program.

II. CUSTOMER SERVICE

1. Repair Facility must utilize Allstate's customer service index (CSI), which currently is AutocheX. All costs associated

with the use of AutocheX or a similarly Allstate-approved provider, are the responsibility of Repair Facility.

2. At the time of delivery, Repair Facility will provide the customer with a final invoice showing all repairs completed on the vehicles. A copy of the Allstate written warranty will be attached to the final invoice.
3. Repair Facility will assist the customer in the resolution of all parts or material manufacturer warranty claims.
4. Repair Facility will give priority service to vehicles being repaired under the Good Hands® Repair Network program. A high level of service and communication to the customer will be provided, including the following:
 - 1) Contact customers within 24 hours of the assignment,
 - 2) Schedule appointments to complete estimates on drivable cars,
 - 3) Schedule appointments for the drop off of vehicles to be repaired,
 - 4) Complete check-in sheets on all vehicles to identify related and unrelated damages that are present on the vehicle, and
 - 5) Schedule appointments for delivery of the vehicle.
5. Repair Facility will contact the customer prior to beginning the repair process to explain the complete repair process, including methods of repair, parts selection, possible additional damages may be found, and the projected date of completion. Vehicle inspections will be completed within 24 hours of receipt of the vehicle. Repair Facility will discuss any pre-existing, non loss-related damage to vehicle and document on an Allstate-approved vehicle check-in sheet.
6. Repair Facility will be required to provide repair progress updates as necessary to satisfy the customer. Where the customer does not express a time frame for progress updates, contact with the customer must be made at least once per week until the vehicle is repaired and delivered, so that the customer is adequately informed of repair process,
7. Repair Facility will be required to commit to a guaranteed delivery date for all vehicles repaired under the Good Hands® Repair Network program. Repair Facility will be responsible for any and all costs caused by a failure to meet the guarantee delivery date, where the cause of the delay is within the control of Repair Facility,
8. At customer's reasonable request, Repair Facility will provide extended hours of operation and extended pick-up and early delivery times for services related to customer's specific needs.
9. An Allstate-approved pre-delivery quality inspection process must be utilized and completed prior to delivery. Evidence of such process will be made available at Allstate's request.
10. Repaired vehicles will be cleaned and returned to the customer for inspection before requesting payments.

III. REPAIR FACILITY PERSONNEL TRAINING

1. Repair Facility personnel should show evidence of recent and ongoing employee technical training and certification programs (i.e. I-CAR Gold or ASE Blue Seal certification). Additional training available from manufacturers, distributors, and suppliers of vehicle components, and repair equipment is also encouraged and is eligible for I-CAR credit through the I-CAR Training Alliance.
2. Repair Facility should participate in Safety and Pollution Prevention training. Allstate will provide Repair Facility with a list of approved training organizations that may be contacted to receive training. These organizations will help repair facilities remain compliant with federal laws governing environmental and safety training requirements. It is recommended that the Repair Facility meet the requirements of all Safety and Pollution Prevention training within one year of the effective date of this Agreement.

SHOP NAME:	
ADDRESS:	
CITY:	
STATE:	
NEXTGEN ID:	
AGREEMENT DATE:	

This Schedule of Pricing is entered into this day of **03/20/2013** ("Schedule Effective Date") by and between _____ of _____ ("Repair Facility") and Allstate Insurance Company ("Allstate"), pursuant to the Repair Facility Services Agreement between Repair Facility and Allstate ("Agreement"). This Schedule of Pricing is attached to and subject to the terms and conditions of the Agreement. The fees below shall be effective as of the Schedule Effective Date. This Schedule shall apply to Services rendered by Repair Facility on or after the Schedule Effective Date.

Rates					
Sheet Metal Rate:	00.00	USD	Frame Labor Rate:	00.00	USD
Mechanical Labor Rate:	00.00	USD	Refinish Labor Rate	00.00	USD
Paint Material Rate:	00.00	USD			
Thresholds					
Single Stage Threshold:	000.00	USD	Clearcoat Threshold:	0.00	Hours
Two Stage Threshold:	000.00	USD			
Three Stage Threshold:	000.00	USD			
Taxes					
Tax On Labor:	0.000	%	Tax On Parts:	0.000	%
Discounts					
Domestic:	0.00	%	Foreign Discount:	0.00	%
Markups					
LKQ Markup:	00.00	%	Battery Markup:	00.00	%
LKQ Glass Markup:	00.00	%	Tire Markup:	00.00	%
Sublet Markup:	00.00	%	Maximum Sublet:	000.00	USD
Other					
Two Wheel Align:	00.00	USD	R134:	000.00	USD
Four Wheel Align:	00.00	USD	R12:	00.00	USD
Tire Mount:	00.00	USD	Flex Additive:	0.00	USD
Coolant:	00.00	USD	Corrosion Protection:	00.00	USD

Repair Facility agrees to perform repairs on vehicles referred through the Good Hands® Repair Network program at the rates, charges, and discounts quoted in this Schedule of Pricing. Any changes to the price quotations in this Schedule of Pricing must be mutually agreed to by both parties. A notice of thirty (30) days will be given to Allstate prior to any changes by Repair Facility in price quotations provided. This Schedule of Pricing supersedes, as of the Schedule Effective Date, any and all previously executed Schedules of Pricing.

REPAIR FACILITY:

ALLSTATE INSURANCE COMPANY

BY: _____
TYPED/PRINTED NAME: _____
TITLE: _____
DATE: _____
DATE: _____

BY: _____
TYPED/PRINTED NAME: _____
TITLE: _____



Timothy L. Knapp
Regional Counsel
Northeast Region

May 12, 2015

**RE: Allstate Insurance Company, Good Hands Repair Network
Referral Repair Shop Program Waiver Request**

Pursuant to Massachusetts regulation 211 CMR 123.06, 2 (c); Allstate Insurance Company hereby requests a waiver specific to the number of required referral shops conveniently located for the claimant.

Allstate Insurance Company has been writing auto insurance in the state of Massachusetts since 2009 and currently has a 1.24% market share.

Attached below are the Allstate Insurance Company 2015 YTD auto items in force and notice count activity for the state of Massachusetts.

Massachusetts - EOM March YTD 2015		
County	IIF	Notice Counts
Berkshire	1,275	296
Franklin	530	110
Hampshire	1,123	197
Hampden	7,923	1,577
Worcester	12,532	2,412
Essex	10,426	2,175
Middlesex	16,854	4,007
Suffolk	8,315	2,423
Norfolk	7,431	1,500
Bristol	7,090	1,384
Plymouth	4,482	929
Barnstable	1,863	822
Dukes	204	33
Nantucket	115	22
Total	80,163	17,887

Based on our limited market share, the current needs of our customers would not warrant 5 shops within each geographic location. Based on our items in force and claim counts within the following geographic areas, we would provide at least one referral repair shop in each of the following geographic locations:

- Hampden County
- Worcester County
- Essex County
- Middlesex County
- Suffolk County
- Norfolk County
- Bristol County

Allstate Insurance Company

1200 Atwater Drive Suite 200 Malvern, PA 19355 P 610-251-3490 F 877-852-0456 E-mail: tkna3@allstate.com

- Plymouth County
- Barnstable County

Based upon our limited market share and notice count activity, Allstate Insurance Company customers would not currently have the need for referral repair shops in the following geographic locations:

- Berkshire County
- Franklin County
- Hampshire County
- Dukes County
- Nantucket County
-

Additional referral repair shops may be added to the Good Hands Repair Network program. In determining when and where additional referral repair shops would be added, we would again look at the items in force and claim counts in each geographic location.

Based on all of the provided information, we respectfully request that the Commissioner approve Allstate Insurance Company's request for a temporary shop waiver. We would also offer that it is not our intent to limit the number of referral repair shops, but rather meet the needs of the Massachusetts customer based on the specific claim volume within each geographic location in the state.

Thank you for your consideration, we would welcome your feedback and look forward to providing any additional information that you may require.

Respectfully Submitted,

Timothy L. Knapp

Timothy L. Knapp
Allstate Insurance Company