



METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY PLAN FOR THE DIRECT PAYMENT OF MOTOR VEHICLE COLLISION, COMPREHENSIVE AND, PROPERTY DAMAGE COVERAGE CLAIMS

1. Payment to the Claimant

Metropolitan Property and Casualty 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 Metropolitan Property and Casualty 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.

2. 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.

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.

3. 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.

Metropolitan Property and Casualty 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 Metropolitan Property and Casualty 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.

4. 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 M.G.L. Chapter 100A, section 6.

This list may include at least five highlighted participating referral repair shops geographically convenient for the claimant, which will perform the repairs on referred claims without undue delay. Metropolitan Property and Casualty Insurance Company shall not require a claimant to have repairs made at any specific repair shop.

Our Concierge Auto Repair Experience 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 Metropolitan Property and Casualty Insurance Company denies that shop placement on or strikes that shop from its program.



A repair shop shall be included in the program prepared by Metropolitan Property and Casualty 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 Metropolitan Property and Casualty Insurance Company may provide adequate assurances that the repair shop will continue to satisfy us as to such criteria.

5. Development and Changes of Referral Program

We may strike a repair shop from our Concierge Auto Repair Experience 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 Metropolitan Property and Casualty 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.

6. Our Guarantee

If a claimant chooses to participate in our Concierge Auto Repair Experience program and has repairs performed at a repair shop included in our program, Metropolitan Property and Casualty 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 redoing the repair job, in whole or in part, if necessary. It is valid from the date of the repair for as long as you own 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 Metropolitan Property and Casualty 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.

7. Initial Appraisal and Reinspection Requirements

If a claimant chooses to participate in our Concierge Auto Repair Experience program and to have repairs performed at a repair shop included in our program, Metropolitan Property and Casualty Insurance Company shall assign a licensed material damage specialist ("MDS") to make an appraisal of the damaged motor vehicle.

Upon receipt of the damaged motor vehicle, the Concierge Auto Repair Experience repair shop shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the MDS. The MDS shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the Concierge Auto Repair Experience repair shop. After examining the vehicle in further detail by reviewing the digital video, the MDS shall direct the Concierge Auto Repair Experience repair 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 MDS for review. The MDS shall also request additional digital video or digital photographs to be taken by the Concierge Auto Repair Experience repair shop of the entire vehicle or selected areas thereof, as needed, to enable the MDS to complete the inspection of the damaged motor vehicle. The MDS 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 MDS, the Concierge Auto Repair Experience repair 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 MDS. The MDS 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 MDS 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 Concierge Auto Repair Experience assignment without review and approval by a MDS, 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 Concierge Auto Repair Experience Shop concludes that repair cost will likely exceed the state mandated percentage to declare a vehicle a total loss, the Concierge Auto Repair Experience Shop will notify Metropolitan Property and Casualty 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 policyholder 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.

8. 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.

9. 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 5 above, captioned "Our Guarantee", and the Cost of the repair to the claimant will not exceed the amount of Metropolitan Property and



Casualty 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.

10. **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.

11. **Effective Date**

The effective date of this plan shall be August 1, 2013. 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 August 1, 2013, 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 CMR 123.04 (13).

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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 Metropolitan Property and Casualty 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.

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2. 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.

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.

3. 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.

(b) Metropolitan Property and Casualty 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

(c) 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



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vehicle available for inspection.

The company shall not delay such inspection for more than three days without the consent of the claimant. If Metropolitan Property and Casualty 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.

(d)(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.

(e)(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.

4. 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 M.G.L. Chapter 100A, section 6.

This list may include at least five highlighted participating referral repair shops geographically convenient for the claimant, which will perform the repairs on referred claims without undue delay. Metropolitan Property and Casualty Insurance Company shall not require a claimant to have repairs made at any specific repair shop.

Our Platinum Auto Service, ("PAS") Concierge Auto Repair Experience 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 Metropolitan Property and Casualty Insurance Company denies that shop placement on or



strikes that shop from its program.

A repair shop shall be included ~~on~~ in the program prepared by Metropolitan Property and Casualty 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 Metropolitan Property and Casualty Insurance Company may provide adequate assurances that the repair shop will continue to satisfy us as to such criteria.

5. Development and Changes of Referral Program

We may strike a repair shop from our Concierge Auto Repair Experience 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 Metropolitan Property and Casualty 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.

6. Our Guarantee

If a claimant chooses to participate in our Platinum Auto Service-Concierge Auto Repair Experience program and has repairs performed at a repair shop included in our program, Metropolitan Property and Casualty 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 redoing the repair job, in whole or in part, if necessary. It is valid from the date of the repair for as long as you own 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 Metropolitan Property and Casualty 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.

7. Initial Appraisal and Reinspection Requirements

If a claimant chooses to participate in our PAS-Concierge Auto Repair Experience program and to have repairs performed at a PAS-repair shop included in our program, Metropolitan Property and Casualty Insurance Company shall assign a licensed material damage specialist ("MDS") to make an appraisal of the damaged motor vehicle.

Upon receipt of the damaged motor vehicle, the PAS-Concierge Auto Repair Experience repair shop shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the MDS. The MDS shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the PAS-Concierge Auto Repair Experience repair shop. After examining the vehicle in further detail by reviewing the digital video, the MDS shall direct the PAS-Concierge Auto Repair Experience repair 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 MDS for review. The MDS shall also request additional digital video or digital photographs to be taken by the PAS-Concierge Auto Repair Experience repair shop of the entire vehicle or selected areas thereof, as needed, to enable the MDS to complete the inspection of the damaged motor vehicle. The MDS shall rely primarily on his or her inspection of the damaged motor vehicle in making the appraisal of the damaged motor vehicle.



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Under the specific direction of the MDS, the ~~PAS-Concierge Auto Repair Experience~~ repair 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 MDS. The MDS 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 MDS 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 ~~PAS-Concierge Auto Repair Experience~~ assignment without review and approval by a MDS, 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 ~~PAS-Concierge Auto Repair Experience~~ Shop concludes that repair cost will likely exceed the state mandated percentage to declare a vehicle a total loss, the ~~PAS-Concierge Auto Repair Experience~~ Shop will notify Metropolitan Property and Casualty Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle.

~~state mandated percentage to declare a vehicle a total loss, the PAS Shop will notify Metropolitan Property and Casualty Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle~~

~~For the purposes of audit, review, and reinspection, Metropolitan Property and Casualty Insurance Company will utilize current industry technology including (but not limited to) auditing software, review and reinspection software and digital imaging to perform virtual or physical reinspections. The attached Exhibit B depicts current technology utilized by Metropolitan Property and Casualty Insurance Company for managing the audit, review, reinspection and, approval of estimates prepared by referral shops in 49 states.~~

~~As a designate of Metropolitan Property and Casualty Insurance Company, PAS shop estimates may be accepted by the company as complete and accurate upon audit, review, and/or reinspection by either electronic or physical means. Estimates approved by electronic means will pass all Metropolitan Property and Casualty Insurance Company business rules in accordance with the Agreement and will comply with all applicable regulatory requirements.~~

~~The review shall include the MDS personally inspecting all photos and other information relating to the damage present on the vehicle prior to making the ultimate decision on the appraised value of the loss, and the MDS shall have the right to personally direct how the damaged vehicle is examined, photographed and otherwise appraised, and may request additional photographs when the photographs submitted by the PAS shop are insufficient for the appraisal of the vehicle. No estimates prepared by a licensed appraiser designated by Metropolitan Property and Casualty Insurance Company will be rewritten by a staff appraiser on Metropolitan Property and Casualty Insurance Company letterhead, but a Metropolitan Property and Casualty Insurance Company licensed material damage specialist, ("MDS") will complete a review of all claims utilizing the Platinum Auto Service repair option and make the ultimate decision on the appraised value of the loss. Under no circumstance will a payment be issued on a PAS assignment without review and approval by a MDS, 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). The review shall include the MDS personally inspecting all photos and other information relating to the damage present on the vehicle prior to making the ultimate decision on the appraised value of the loss, and~~

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~~the MDS shall have the right to personally direct how the damaged vehicle is examined, photographed and otherwise appraised, and may request additional photographs when the photographs submitted by the PAS shop are insufficient for the appraisal of the vehicle.~~

In no event shall the selection of vehicles for reinspection be based on the age or sex of the policyholder 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.

8. 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 any thing 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.

9. 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 5 above, captioned "Our Guarantee", and the Cost of the repair to the claimant will not exceed the amount of Metropolitan Property and Casualty 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.

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10. 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.

11. Effective Date

The effective date of this plan shall be ~~May 16, 2011~~ August 1, 2013. 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 August 1, 2013, 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



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the plan in accordance with 211 CMR_123.04 (13).

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REPAIR CERTIFICATION FORM

(to be returned to your insurance company upon completion of repairs)

Company Information

Insured _____
Claim Number _____
Date of Accident _____

Policyholder Information

I. Explanation of Your Rights and Duties for Repairing Damaged Vehicle

1. It is your right to shop around and obtain repairs at the repair shop of your choice for the amount of our appraisal.
2. It is your right to be given a list of geographically convenient repair shops which will provide quality repairs for the amount of the payment made directly to you plus any applicable deductible plus any increase in value due to the repairs. We guarantee the quality of the materials and workmanship used in making the repairs at any shop on our list. **The shops whose workmanship we guarantee will be identified in bold.**
3. It is your duty to 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 plus any applicable deductible and increase in value and you wish us to pay any part of that excess cost. We have the right to inspect the vehicle within three (3) business days of your notification and we have the duty to authorize or deny any supplemental payments within three (3) business days after inspection.
4. It is your right to pursue resolution of any differences in repair costs through contact with us and the procedure established in General Provision 11 of policy.
5. It is your duty to complete and return this Repair Certification Form when the vehicle is repaired. If the completed 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 any applicable deductible.
6. It is your duty to allow us, upon request, to re-inspect the repaired vehicle after receipt of the Repair Certification Form. If the repaired vehicle is not made available for re-inspection within a reasonable amount of time, the actual cash value of the insured vehicle will be reduced by the amount of the claim payment plus any applicable deductible.

II. Certification of Repair

I certify that my damaged vehicle has been repaired by:

Repair Shop Name _____
Address _____
Telephone _____

Policyholder Name: _____
Policyholder Signature: _____
Date: _____

Company Re-inspection

(check one) _____ Repair work complete in accordance with appraisal
_____ Other (explain) _____

Licensed Appraiser _____
Date _____

****SEE Reverse Side****

NOTICE

MetLife Auto & Home may provide a check directly to you for payment of the damage to your motor vehicle less any applicable deductible. **We will provide a list of state regulated repair shops, which will perform the repair work that appears on our appraisal. The shops whose workmanship we guarantee will be identified in bold.** With this notice or soon thereafter, you may be receiving a written appraisal, a direct payment check, a list of referral repair shops and a Repair Certification Form. These are part of a Direct Payment / Referral Plan. You are not required to use this plan.

You have four options:

- 1) Use the direct payment check at a repair shop on the list. See explanation of Rights and Duties on the back of this sheet.
- 2) Cash the direct payment check and use the proceeds to have the repairs done at any other shop of your choice.
- 3) Choose not to participate in the Direct Payment / Referral Plan by returning the check to us and taking your car to the shop of your choice.
- 4) Keep the check. Be aware, however, that the value of your car will be reduced by the amount of the check, plus any applicable deductible.

However, if you choose Option 2 or 3, you should be aware that we can not be sure that the shop you choose will perform the listed repairs on your vehicle for the amount we have approved. We may not be required to pay the difference between what your shop charges to do the repairs and what one of our referral shops would have charged, nor are we required to guarantee the quality of repairs of non-referral shops.

Repair Certification Form
On reverse side.

MetLife®



MetLife Auto & Home Concierge Auto Repair Experience SM ("CARE") Facility Guidelines

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Contents

The CARE Concierge Experience.....	4
ENTERPRISE RENT-A-CAR® AND CONCIERGE RENTAL.....	4
CARE CUSTOMERS WHO RENT VEHICLES.....	4
CARE CUSTOMERS NOT RENTING VEHICLES.....	5
ENTERPRISE RENT-A-CAR ARMS® AUTOMOTIVE EXCHANGE.....	5
Assignments.....	6
Estimates.....	7
PRIOR TO WRITING THE ESTIMATE.....	7
TEARDOWN.....	8
SUPPLEMENTS.....	8
BETTERMENT AND DEPRECIATION.....	9
PHOTOS.....	9
Repairable vehicles.....	10
Total Loss Vehicles.....	10
REMARKS/COMMENTS.....	10
DOCUMENT RETENTION.....	10
ADVANCE CHARGES.....	10
STATE AND LOCAL REGULATIONS.....	11
SPECIAL INVESTIGATIONS UNIT CONTACT INFORMATION.....	11
QUALITY REVIEWS.....	11
Approval and Payment.....	12
ESTIMATE APPROVAL.....	12
DIRECTION TO PAY FORM.....	12
CLAIM PAYMENT.....	12
SUPPLEMENTAL PAYMENTS.....	13
DISPUTE RESOLUTION.....	13
Alternative Parts, Sublet and Additional Operations.....	14
AFTERMARKET PARTS.....	14
LKQ (RECYCLED) PARTS.....	14
GLASS REPLACEMENT.....	15
AIRBAGS.....	15
WHEEL ALIGNMENTS.....	15
PAINTLESS DENT REPAIR (PDR).....	15
APPEARANCE ALLOWANCE.....	16
REFINISH OPERATIONS.....	16
MODIFIED REFINISH.....	16

Total Losses.....	17
OVERVIEW	17
STORAGE.....	17
TOTAL LOSS PROCESS.....	17
TOTAL LOSS HOTLINE SHOPS	17
TOTAL LOSS PROCESS – NON HOTLINE SHOPS.....	17
CARE - Customer Service and Support	19
THE METLIFE AUTO & HOME CONCIERGE AUTO REPAIR EXPERIENCE CUSTOMER GUARANTEE.....	19
CUSTOMER STATUS NOTIFICATION	19
CUSTOMER SERVICE EXCELLENCE VALIDATION REQUIREMENT	19
DELIVERY OF CLAIM DOCUMENTS TO CUSTOMER.....	19
NON-DISCLOSURE OF PERSONAL INFORMATION	19
MARKETING AND CUSTOMER SUPPORT MATERIALS	20
Appendix A – CARE Tip Sheet	21
Appendix B – MetLife Auto & Home Concierge Auto Repair Experience SM (“CARE”) Coordinators	24
Appendix C – CCC Field Contacts	25
TELEPHONE SUPPORT.....	25
ON-LINE SUPPORT	25
ON-SITE SUPPORT.....	25
Appendix D – Frequently asked Questions	26
Appendix E – Mitchell Vehicle Description Report Example	29
Appendix F – Coverage Plus (Betterment Endorsement) Chart	31

Welcome to The MetLife Auto & Home Concierge Auto Repair Experience ("CARE")

Thank you for participating in the MetLife Auto & Home Concierge Auto Repair Experience ("CARE"). As a participating shop, you have entered into a relationship with MetLife Auto & Home designed to deliver the best possible claim service to our mutual customers. The following guidelines will provide you important information about our claim handling and the expectations we have for you as a member of our preferred shop network.

MetLife Auto & Home's agreements with our CARE shops are mutually beneficial to the repair facility, the customer, and to MetLife Auto & Home. The benefit to repair facilities is that the claim process is streamlined and consistent, allowing you to focus on quality repairs and delivering the service that your customers expect. The benefit to MetLife Auto & Home is that we are able to offer the option of participating in our preferred repair network of shops to make the claim process seamless, which results in more satisfied customers. Customers benefit by having a seamless claim experience with guaranteed quality repairs. Additional benefits are that our customers can elect to have payment sent directly to the repair facility and are offered concierge rental through Enterprise Rent-A-Car® when they participate in CARE.

Participation in CARE is contingent on the repair facility providing quality repairs and excellent service to all MetLife Auto & Home customers. The relationship can be dissolved at will by either party, should there be concerns with quality or service. Our commitment to participating repair facilities is that we will adhere to the promise of providing a quality driven claim process, will respond to questions and inspection requests in a timely manner, and will work together to deliver the best possible service to our customers. In return, we require our shops to deliver excellence in repairs and service while adhering to the guidelines we have established.

MetLife Auto & Home offers multiple alternatives to our customers to address damages to their covered autos. One of the many choices we offer our customers is participation in our CARE repair network. We do not refer customers to CARE shops; instead we explain the benefits of the program and provide the customer with CARE shops that are available in their local areas. If a customer chooses to participate in our CARE network, we will assign the claim to the shop of choice. Our customers are not required to have the repairs completed at the CARE shop that completes the estimate, but we encourage you to take the opportunity to make a repair appointment when a customer comes to you for an estimate.

Any questions or concerns about a particular claim or our CARE process should be brought to the attention of your local CARE Coordinator. (See Appendix B). Questions and concerns regarding vendor software or process should be brought to the attention of the vendor field support team (see Appendix C). If escalation is required because your local CARE Coordinator or CCC representative cannot resolve a concern, the issue should be brought to my attention.

We look forward to a continued relationship with you as we collaborate to deliver the best possible claim experience to our mutual customers.

The CARE Concierge Experience

Enterprise Rent-A-Car® and Concierge Rental

MetLife Auto & Home and Enterprise Rent-A-Car® have entered into a relationship to provide concierge claim service to our mutual customers. As a result, all of our preferred shops are required to follow our CARE handling guidelines, which are outlined below. There is a difference in claim handling for customers who have rental coverage and those who do not. The process will be relatively seamless to the CARE facility, but it is important to note that there are two processes within the CARE option.

CARE customers who rent vehicles

Customers with rental coverage are offered concierge service when they choose to participate in CARE and will be renting vehicles. Concierge service is provided by Enterprise Rent-A-Car® exclusively; so, if a customer chooses to rent a substitute auto through another agency, we cannot offer the same concierge experience. Our CARE participants are required to process claims for concierge customers as follows:

- Schedule an appointment for 'Drop & Go' repairs on a mutually convenient date. Appointment must be scheduled at least 24 hours from the time of the warm transfer phone call, so that Enterprise Rent-A-Car® is able to schedule the concierge delivery of the rental vehicle.
- It is critical for the CARE facility to take photos of the damages that support the estimate prior to beginning the work. Direction on those photos will be provided to the CARE Facility by the MDS associate during the pre-estimate video conference (for claims over \$1500 net) or after our MDS department reviews the estimate and compares it to our business rules (claims under \$1500) if any changes needed. Good documentation on your part will help us to resolve any variances in opinion regarding repairs. If the damages to the vehicle do not appear consistent with the loss facts or point of impact on your assignment sheet, you should not start repairs. You should contact your local CARE Coordinator immediately for direction.
- For claims over \$1500 net, the CARE facility should order parts on the same day as the pre-estimate video conference, as directed by the MDS associate. For all other claims, the CARE facility should order parts at the time of writing the estimate. If the CARE facility is unable to commit to a 'Drop & Go' date that is convenient for the customer due to high volume, we ask that it decline the scheduling when we call to make arrangements, and our claim adjuster will work to identify a CARE facility that has capacity.
- There is no requirement to schedule the 'Drop & Go' date within a set time frame, as long as the appointment date is mutually agreeable to the CARE facility and the customer.
- In the rare occasion that you receive a 'Drop & Go' appointment request, but based on the loss year/make/model, you know there have been issues with getting parts in a timely manner, please explain this to the customer and ask him/her to come in for an estimate prior to the appointment date for repairs, so that you can order parts prior to the vehicle being dropped off for repairs. This should be a rare occurrence.
- If the CARE shop delays repairs, MetLife Auto & Home will seek reimbursement or balance bill accordingly.

CARE customers not renting vehicles

All of our customers are welcome to participate in "Drop & Go" scheduling whether or not they have rental coverage; but, customers who do not carry rental coverage and choose to drop the vehicle off as a "Drop & Go" will be advised that they must pay out of pocket for any rental. The process for our CARE shop participating customers is that we will offer to make an appointment for "Drop & Go" scheduling even if they are not renting vehicles; but, if they are not interested, we will advise them to contact the shop at their convenience to make appointments for estimates and subsequent repairs.

Enterprise Rent-a-Car ARMS® Automotive Exchange

To further support the CARE process and to create a streamlined process for our CARE facilities, in terms of rental management, we would like for all CARE facilities to consider subscribing to Enterprise Rent-A-Car®'s ARMS® Automotive Application. It is a free program that offers varying degrees of reporting, as well as easy repair status updating capabilities. If interested, please contact your local Enterprise branch representative for more details.

Assignments

When a customer chooses to participate in CARE and selects a particular CARE facility, the MetLife Auto & Home claim adjuster sends an assignment to the CARE facility, which includes pertinent information regarding the claim. The claim assignment is sent to the CARE facility electronically, if a CCC subscriber, and via the CCC portal through the AVAM Process, if a Mitchell or Audatex subscriber. For facilities that are not currently CCC subscribers, and choose not to participate in the AVAM Process, assignments are sent manually via fax. The AVAM Process is an electronic assignment and upload process through the CCC portal, which avoids manual entry of administrative data and streamlines the appraisal and approval process. This service is free to non-CCC customers. If interested, contact your local CARE Coordinator for details. CCC will provide training and set up and your local CARE Coordinator will ensure that your facility is set up to receive electronic assignments, which will improve cycle time and service over manually faxed assignments.

If a customer should arrive for an unscheduled appointment and indicates that he/she is a MetLife Auto & Home customer, the CARE facility should locate the assignment then estimate the damages. If an assignment sheet has not yet been received when the customer arrives, the facility should contact the MetLife Auto & Home Claim Department at 1-800-854-6011 and ask our customer service team for the claim number associated with the customer. The CARE facility will need to request an assignment for the claim, so that the estimate can be uploaded for approval and payment can be issued.

If the customer has rental coverage and has set a 'Drop & Go' appointment for repairs, the assignment sheet will specify the agreed upon date and time for the appointment. If the customer does not have rental coverage, the assignment sheet will be received by the shop with no mention of an appointment date. In these cases, the CARE facility should contact the customer to arrange for a mutually convenient time for the estimate appointment. If the customer is interested in having your facility complete the repairs, you may schedule a mutually convenient date for the customer to drop off the vehicle.

Claims that do not have commitments to payment due to a pending liability or coverage investigation will not be handled as CARE concierge claims. If the customer is interested in having an estimate completed by a CARE facility, an assignment will be made as a 'no pay' assignment. The facility should write an estimate, photograph the vehicle, and upload to MetLife Auto & Home, but should not permit "Drop & Go" scheduling, unless the customer is willing to pay out of pocket for repairs.

For 'yes pay' claim assignments, the CARE facility is expected to commence repairs and order parts within 24 hours of the drop off date, so be sure to schedule for a date when the repairs can begin immediately.

Estimates

Regardless of software provider, CARE facility estimating software should be set to comply with and include the following:

- Automatic deduction for overlap and included operations
- Alternative parts usage when applicable
- Prevailing local labor rates, including body, frame, refinish, and mechanical
- Prevailing local refinish material rates
- Prevailing local and agreed upon LKQ (recycled) and sublet mark-up percentage
- Prevailing local sublet prices in dollar figures, not hourly rate for items such as wheel alignments
- Include applicable and required state and local disclaimers

Manual adjustments to parts prices and labor must be explained in comments or in a manual line item note, and must be supported with proper documentation.

All estimates must include the following:

- Claim number
- Customer's first and last name
- Year, make, model, and accurate mileage of the loss vehicle
- Trim package identification (LX, GT, Sport, etc.)
- Correct vehicle options
- VIN
- Date inspected
- Rental days (based on 5 hours of repair per business day)
- Alternative parts usage disclaimers (where required by state and specific to the state)
- Fraud statements (where required)
- Manual entry on line #1 of the estimate that indicates that a copy of the estimate was provided to the customer, including copies of each supplemental estimate.
- Manual entry on line #2 of the estimate that indicates that a signed "Direction to Pay" form was secured and is attached to the file (where applicable)
- Some states require additional information to be documented within the estimate, so be sure to follow state specific direction from your local CARE Coordinator.

When applicable, estimates should also include:

- Explanation of any prior unrelated damage or unusual wear
- Alternative parts supplier name and phone number
- Percentage and amount of any depreciation applied (see 'Betterment and Depreciation')
- Unrelated prior damage documentation in the form of UPD line items or a separate estimate

Prior to Writing the Estimate

If a claimant chooses to participate in our CARE program and to have repairs performed at a repair shop included in our program, MetLife Auto & Home shall assign a licensed material damage specialist ("MDS") to make an appraisal of the damaged motor vehicle.

Upon receipt of the damaged motor vehicle, the Concierge Auto Repair Experience repair shop

shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the MDS. The MDS shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the CARE repair shop. After examining the vehicle in further detail by reviewing the digital video, the MDS shall direct the CARE repair 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 MDS for review. The MDS shall also request additional digital video or digital photographs to be taken by the CARE repair shop of the entire vehicle or selected areas thereof, as needed, to enable the MDS to complete the inspection of the damaged motor vehicle. The MDS 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 MDS, the CARE repair 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 MDS. The MDS 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 MDS 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 CARE assignment without review and approval by a MDS, 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).

Teardown

In the event a teardown is required, it should be limited to a maximum of 1.5 hours, and should be submitted only in the event of a total loss. There may be some exceptions to the maximum time allowed, but approval is needed from MDS or your local CARE Coordinator, and should be documented in your estimate.

Supplements

Supplements for missed items and/or missed labor charges can delay the timely completion of the repair, increase rental costs, and may ultimately cause our customers to be less than satisfied. While we understand supplements are not always avoidable, we ask that you conduct a thorough initial inspection to avoid obvious oversights. After the vehicle is in for repairs, tear down the covering parts to expose any hidden damage prior to completing the estimate.

All supplements must be submitted with the original estimate, or, if included in a single estimate form, the supplemental items and amounts must be identified and totaled separately.

In the event unexpected damage is identified that will generate a significant supplement (generally 25% or more of the original estimate); you should notify the National Material Damage Unit right away, and prior to uploading the supplement estimate for approval.

You will be requested to provide invoices to support a supplement for additional parts. You should retain all supplemental repair invoices and upload them with your supplement estimate as document attachments or with photos. Photos will be required to verify supplemental damages and are a necessity for additional repairs or parts. We reserve the right to decline payment of any supplement that is not sufficiently documented with photographs or invoices.

Supplements should be submitted in the same manner in which original estimates are uploaded. Our Material Damage Specialists (MDS) review all supplements and compare them with the original estimate for duplication of parts and labor overlap, will reach an agreement with our CARE shop, and will request payment after validation of the supplement request and documentation. While our MDS team will work to process supplements as quickly as possible, our CARE shops should not decline to release a completed vehicle pending supplement approval. MetLife Auto & Home will work with you to reach an agreement on the supplemental payment after vehicle release, if necessary. Note: In order to receive a "one party check," the shop must include a "Direction to Pay" form signed by the vehicle owner, or else a two party check will be issued.

Betterment and Depreciation

Most MetLife Auto & Home policies carry a special Coverage PlusSM endorsement that removes need to apply betterment for 1st party estimates for the following parts:

- Steering and Suspension components
- Brake parts
- Electrical wiring and components
- Batteries
- Tires

For clarification about MetLife Auto & Home's Coverage Plus endorsement, please contact your local CARE Coordinator or MDS associate.

This endorsement does not apply to policies written in North Carolina and excludes theft of tires or batteries, unless the entire vehicle were stolen. In addition, where betterment is not permitted by state regulation, we do not endorse applying betterment.

For third party claimants, betterment (depreciation) should be applied to all wearable parts as appropriate. Betterment is typically applied at the rate of 10% for every 10,000 miles of wear, or at a rate of 10% per year from the production date. Betterment should be measurable and well documented. Typically, betterment should not exceed 50% on the part price only, not on labor.

When applying betterment and/or depreciation, use common sense and consideration for regional variances in terms of weather-related wear and tear. Finally, please explain the methodology to the customer and refer any customer concerns to your local CARE Coordinator.

For a specific listing of the parts that betterment is waived on for 1st party claims, see Appendix F.

Photos

Digital photos must accompany all estimates and photos that are not absolutely clear as to content (for example the entire front end of the vehicle) must be digitally labeled. If the camera shows the date of the photo, make sure the date is properly set.

Good quality photos provide us with documentation needed for subrogation, and to validate quality in our claim files. Photos vary when considering repairable and total loss:

Repairable vehicles

- All four corners
- Close up photos of damaged areas and all damaged parts – labeled if not evident what the photo represents
- Odometer
- License Plates
- VIN tag
- Prior unrelated damage – multiple photos
- Direction to Pay form and/ or advance charges invoice when applicable, if not attached elsewhere
- Sublet invoices
- Frame specifications (when available and supportive of the frame repairs)

Total Loss Vehicles

Unless prohibited by vehicle location or accessibility, as a minimum we require the following photos on all total loss vehicles:

- A minimum of six exterior - 4 corners, 1 front, 1 rear, showing the condition of the vehicle
- VIN plate
- Odometer (oil change sticker if odometer not functioning)
- Engine compartment
- A minimum of nine interior - 1 of dash/instrument panel from driver seat, 1 center lower console, 1 center upper console at roof, 1 dash from passenger seat, 1 of driver door interior panel, 1 of front seats and carpet looking in from open driver's door, 1 of front seats and carpet looking in from open passenger door, 1 of rear seats and carpet, 1 of headliner and or sunroof
- Unrelated damage

As mentioned in the "Prior to Writing the Estimate" section, video documentation must be submitted prior to writing the estimate. The video should include the damaged areas as well as any unrelated damages, and a walk around of the entire vehicle.

Remarks/Comments

The remarks in the comment section should include the following items:

- The date that repairs are scheduled to begin, or the 'Drop & Go' appointment date for Concierge rental customers
- Notation that any use of any alternative parts was explained to the customer

Document Retention

All claim documentation is required to be retained for a minimum of ten years. This includes estimates, supplement estimates, invoices and customer documentation.

Advance Charges

Charges for towing, storage, accident clean up, and other loss related advance charges should be submitted as Other Charges or as a sublet line in the estimate. Advance charges should not include CARE shop mark up or administration fees. Any advance charge reimbursement

requests must include invoices, which can be attached or photographed and uploaded with the estimate and photos.

State and Local Regulations

State and local regulations and requirements always take precedence over the guidelines presented within this document.

Special Investigations Unit Contact Information

Specific claim issues that involve suspicious behavior or damages should be brought to the attention of the local CARE Coordinator. In the instance where a CARE facility team member identifies potential fraud or misrepresentation that warrants escalation directly to our S.I.U., we encourage them to contact our anonymous S.I.U. hotline at 1-800-922-FRAUD, or send an e-mail to siuline@metlife.com and contact your local CARE Coordinator or reinspector. (see Appendix B)

Quality Reviews

Our CARE Coordinators and reinspectors collaborate with our Material Damage Team (MDS) to ensure that CARE shop estimates are written accurately and documented properly. CARE facilities will be subject to periodic reviews of quality metrics, and the field team will provide details to the shop to assist them in delivering quality performance and service. File reviews, physical inspections, and data analysis will be shared with shop management as we work together to deliver quality to our customers, and excellence in the repair process.

Approval and Payment

Our MDS associates and CARE Coordinators work in collaboration to support our CARE network. Our MDS team reviews the estimates, photos, and documentation then reaches an agreement with the repair facility and submits for payment. Our CARE Coordinators are responsible for quality reviews, claim support, and physical reinspections, when needed. They can also assist when situations arise where representation is needed to explain process or repair considerations to the customer.

Estimate Approval

Estimates should be written as completely as possible to avoid unnecessary delays and supplements and should be uploaded or sent in to MetLife Auto & Home for review within 24 hours of inspection of the vehicle. If there is cause for delay, please notify your local CARE Coordinator with the circumstances. Upon receipt of the estimate, our Material Damage Specialists (MDS) team will review the estimate, make any changes as per our business rules and will contact you to discuss as needed.

Direction to Pay Form

When the customer arrives for the appointment, the CARE facility should advise the customer that if he/she prefers, the payment for repairs can be issued directly to the facility. The benefit to the customer is that he/she would not be required to hold the check then sign it over to the facility. If the customer is interested, the CARE facility would need to have the customer sign a Direction to Pay form that can be provided by your local CARE Coordinator or reinspector. Note that there are unique Direction to Pay forms for states that require fraud language. These states include AZ, AK, AR, CA, CO, DE, DC, FL, ID, IN, LA, KY, ME, MD, MN, NH, NJ, NM, NY, OH, OK, PA, RI, TN, VA, WA, and WV. The form can be requested from your local CARE Coordinator.

If the customer would like the check to be sent to the shop, the form either needs to be uploaded with other claim documents in the estimating software, or can be photographed and submitted with vehicle photos, when the initial estimate is uploaded. When a Direction to Pay form is submitted, MetLife Auto & Home guarantees that all claim payments will be issued directly to the shop, as a single party check. When a properly executed direction of payment is received, the claim payment check will be issued to the shop directly without including the owner or lienholder. If the Direction to Pay is not submitted with the initial estimate, the initial check will be sent to the vehicle owner. Be sure to note at the top of the estimate that a signed "DOP" is included.

The original signed Direction to Pay form must be retained at the shop and made readily available upon request.

Claim Payment

Claim payments are subject to confirmation of coverage and determination of liability. Payments are made in accordance with state laws and regulations and MetLife Auto & Home financial rules. Payment of original and/or supplemental estimates is based on review and approval by our Material Damage Specialists (MDS). If you are in doubt that we have or will issue payment on a claim, contact the claim adjuster at our local claim office by calling 1-800-854-6011 for a status. To prevent delays in payment and to assure the payment is issued to the

appropriate party(s), please submit a scanned or a digital photograph of a signed Direction to Pay form (see section on Direction to Pay).

Supplemental Payments

If a digital photo of the signed Direction to Pay form is submitted with your supplemental estimate, or a Direction to Pay form was submitted for the Original Estimate, the supplemental payment will be issued to the CARE shop only and mailed to the CARE shop. If no signed Direction to Pay form is provided, the supplemental payment will be issued to the customer and the CARE shop, and mailed to the CARE shop. .

Dispute Resolution

Our CARE Coordinators and MDS associates collaborate to provide a seamless process to our customers and CARE facilities. In the event that there is a disagreement regarding the claim process, parts or estimate approval, supplement handling or service, concerns may be brought to the attention of the local CARE Coordinator or MDS team.

Alternative Parts, Sublet and Additional Operations

State and local laws and regulations always supersede these guidelines. MetLife Auto & Home's policy is to consider quality insurance grade alternative parts including LKQ (recycled), aftermarket, and reconditioned on any vehicle excluding current model year (meaning current calendar year) with fewer than 20,000 miles. It is the estimator's responsibility to apply common sense and sound business judgment when estimating software does not locate a part that he/she believes is more than likely available. (e.g., car-part.com, local salvage vendors, keystone.com, etc.). Additional search results must be documented.

Aftermarket Parts

Utilization and disclosure of usage to both first and third-party claimants must be in compliance with all state statutes and regulations.

When writing estimates, MetLife Auto & Home prefers to include aftermarket "crash parts" (parts made of sheet metal, plastic, fiberglass, or similar material that generally constitutes the exterior of a vehicle) that have been certified by an industry-accepted entity (e.g., CAPA, Diamond Standard, NSF) to provide equivalent performance characteristics and warranty to the OEM ("original equipment manufacturer") part. Non-certified aftermarket crash parts may be included in an estimate when an appraiser deems appropriate. These non-certified crash parts must carry a warranty that meets or exceeds any warranty offered for the part by the OEM manufacturer.

We exclude use of non-certified aftermarket parts to replace radiator supports and high strength, ultra-high strength, composite or advanced strength steel bumper reinforcements.

We also exclude use of aftermarket parts to replace supplemental restraint systems and seatbelts.

If an aftermarket part included in our estimate and installed properly on the vehicle failed to function as designed and did not provide equivalent performance characteristics to the OEM part, MetLife Auto & Home would accept responsibility for replacing the part with LKQ, reconditioned or OEM.

If a customer objected to the use of an aftermarket part, and we agreed the concern was valid, we would replace the part with LKQ, reconditioned, or OEM at no cost to the customer. This must be clearly documented in the appraiser's or estimator's notes.

If an OE provider is willing to match alternative pricing, the part should be listed as OEM alternative on the estimate, and documentation should explain the price match.

LKQ (Recycled) Parts

MetLife Auto & Home will utilize LKQ parts, when appropriate and cost effective. LKQ parts must be from a vehicle of the same year or newer than the loss vehicle.

MetLife Auto & Home will NOT utilize LKQ parts on safety related systems, which include, but are not limited to:

- Seat belts
- Supplemental restraint systems

- Steering and suspension
- Brake related parts

The following parts are permitted exceptions and can be considered for LKQ replacement:

- Suspension cross members / engine sub-frames
- Solid rear axle assemblies (brake parts must be replaced with original components, if undamaged or replaced with A/M or OEM)

Mechanical parts must be from the same year or newer vehicle and the LKQ part must be from a vehicle with the same or less mileage than the loss vehicle. LKQ parts must include source information on the estimate consisting of: Vendor name, phone number, and request number.

Glass replacement

MetLife Auto & Home glass pricing reflects a discount structure to the "list price" established for aftermarket glass parts by NAGS, (National Auto Glass Specifications). This discount structure is based on prevailing local market conditions. The monetary difference between the "retail" price established in the estimating system and the "wholesale" price paid by the body shop to the glass vendor, will be retained by the body shop as compensation for administration of the Sublet Process.

The MetLife Auto & Home glass replacement price is automatically calculated when the sublet function is used in Pathways/CCC ONE to select a replacement glass component. The glass pricing is inclusive of the glass, labor to remove and replace the glass, glass installation kit, and applicable sales tax. Moldings are not included and should be added as a separate line item where applicable.

Airbags

Airbags and airbag equipment may only be replaced by new, OEM equipment. LKQ,AM or Recycled are never permitted. All repairable and total loss vehicles deployed airbags must be marked with permanent marker "MetLife Auto & Home" and the claim number. A photo of the marked, deployed airbag must be included in your vehicle photos uploaded with the estimate.

Wheel Alignments

Wheel alignments are to be listed on estimates only if there is damage to wheels, suspension, or steering components, or if there is frame or unibody damage that warrants wheel realignment. Cost of wheel alignments should be shown as a sublet item and based on prevailing local amounts consistent with our agreement.

Paintless Dent Repair (PDR)

PDR methodology should always be considered when estimating hail damage and when repairing dents that did not damage the paint finish. It is appropriate to consider a combination of PDR and conventional repair as an alternative to traditional repairs. If PDR is sublet to a third party, the vendor should be reputable and should provide a warranty on the repairs. PDR should be non-invasive and should not compromise the structure of the vehicle and should not involve drilling for access. R&I operations must be done in compliance with manufacturer's recommendations and trim parts should be reinstalled back to OEM specifications. Each damaged panel should be estimated individually and shown as a "sublet" repair amount with pricing reflective of prevailing PDR rates. Markup on the shop cost for sublet PDR may be

submitted, but markup will not be considered on the retail price for sublet PDR. A third party PDR repair should be supported with an invoice that itemizes the repairs.

Appearance Allowance

Our CARE facilities may provide appearance allowances where applicable and in compliance with state regulations. An appearance allowance is an acceptable alternative to the replacement of certain parts (chrome bumpers, textured bumper covers, non-safety related cosmetic parts, wheels, tires, etc.) that are deemed not repairable and show only cosmetic damages (minor scuffs or scratches). An allowance should never exceed 50% of the retail price of the part. Whether our customer accepts or declines an allowance, document the consideration and outcome in the estimate's appraisal notes. Do not offer an allowance, if any safety-related risk exists. If unsure how to proceed, discuss the appearance allowance with your local CARE Coordinator or MDS associate.

Refinish Operations

MetLife Auto & Home does not endorse the capping of refinish materials or labor; however, for some refinish operations, our audit rules prompt our MDS team to review the calculations and to determine if the documentation is sufficient to support the refinish time. We may request additional documentation to support paint and material charges. P-Page logic or alternative software guidelines should be followed, and state and local regulations and requirements must be adhered to.

Modified Refinish

Repairable panels with localized damage (i.e., truck bedsides, fenders, doors, radiator supports, etc.) should be considered for partial refinish. Base refinish time should be modified to reflect approximate percentage of panel requiring refinish with full clear coat labor allowance.

Total Losses

Overview

There will be times when a vehicle assigned to our CARE shop is deemed a total loss. When this occurs, your prompt professional handling will allow us to maintain our commitment to customer service.

Generally, MetLife Auto & Home considers a vehicle a potential total loss if the repair estimate amount reaches or exceeds 75% of the vehicle's ACV. The ACV should be inclusive of mileage and options to provide an accurate assessment of the total loss threshold. If you are in doubt as to the reparability of the vehicle, contact your local CARE Coordinator for assistance. When calling regarding a possible total loss, please have pertinent information available including the vehicle's year, make, model, mileage, options, and overall prior loss condition.

The CARE shop may advise the customer that it believes the vehicle may be considered a total loss, but MetLife Auto & Home will have a representative contact the customer to confirm and complete the process. Please do not suggest or discuss your opinion of the vehicle's value with the customer.

Storage

As a participating member of MetLife Auto & Home's CARE network, we expect no storage will be charged by you while you are evaluating the reparability of a vehicle. Storage charges may be assessed beginning at 10 business days after you have provided us with official notification that you believe the vehicle is a total loss. Daily storage rates should not exceed the locally accepted and prevailing rate or as governed by applicable state law or regulation.

Total Loss Process

MetLife Auto & Home CARE facilities process total losses in two ways. Some facilities are asked to gather options, conditions, and mileage and to write an estimate and submit it with photos. Other facilities are asked not to process total losses, but rather contact our hotline to advise us of a total loss.

Total Loss Hotline Shops

Any shops designated as "Hot Line Shops" (currently all shops in Mass) will call 1-800-854-6011, x4000 when they identify total loss assignments. Appraisers will be assigned to physically inspect the vehicles, write the estimates, and complete the total loss evaluations.

Total Loss Process – Non Hotline Shops

Once you have determined the vehicle is a total loss, clearly mark the estimate as a total loss and complete the Total Loss Vehicle Description Report. The form should be uploaded via the CCC portal as a .pdf attachment, with other claim documents (estimate, advance charge invoices, and photos). The VDR should not be submitted as a photo – the correct procedures for attaching the electronic file can be explained to you by your local Coordinator or CCC representative.

We expect the same attention to detail when writing an estimate on a total loss that you would provide when writing an estimate on a repairable vehicle. As with repairable vehicle estimates, please include alternative parts where applicable and write the estimate to completion. In situations with a very obvious total loss, LKQ sections may be used in lieu of a line by line part

detail approach. In addition, please provide an estimated dollar amount to repair any prior or unrelated damages, and make note of any parts showing unusual or excessive wear.

Four-corner photographs of the vehicle should be submitted on all prospective total losses, with at least one showing the vehicle's license plate/tag, and one showing the VIN plate on the dash of the vehicle. Photos should also include mileage, all visible options, condition of the exterior and interior, engine compartment and tires.

CARE - Customer Service and Support

The MetLife Auto & Home Concierge Auto Repair Experience Customer Guarantee

When one of our participating CARE facilities completes repair work for our customer's auto, we are proud to guarantee the repairs for as long as the customer owns the vehicle. The guarantee is not transferable. If there should be a problem with the quality of the repairs completed at one of our CARE facilities, MetLife Auto & Home would contact the original shop to discuss the concerns and to identify the most customer friendly method to resolve the issue. While it is a rare occurrence, if the original CARE facility were unable to correct the customer's concern, MetLife Auto & Home may intervene on behalf of the customer and have an alternative facility complete supplemental repairs. In this instance, the original CARE facility may be asked to reimburse us for any additional costs relative to the quality of repairs. In this unlikely event, MetLife Auto & Home would provide sufficient documentation and evidence that the original repair quality was not up to industry standards.

Customer Status Notification

MetLife Auto & Home strongly recommends that our CARE shop program participants provide our mutual customers with phone, text and e-mail status notifications during the repair process. When the customer is providing their contact information, the shop should ask him/her if he/she would like phone, e-mail, or text updates. If so, the shop should secure the customers contact information to keep he / she updated as repairs progress. Please note that there are tools to assist in the management of customer status notifications. Enterprise Rent-A-Car® provides free software to CARE shops. CCC information services provides a method to assist shops in creating text and e-mail update notices and other vendors provide similar tools. Please reach out to your local CARE Coordinator for more information.

Customer Service Excellence Validation Requirement

It is the policy of MetLife Auto & Home to require CAREshops to reach out to customers a few days after the completed vehicle is released from the shop. The purpose of the call is to validate that the customer is 100% satisfied with the experience and the repairs. Any feedback about the claim processing and handling should be directed to the local CARE Coordinator, should follow up be needed.

Delivery of Claim Documents to Customer

A copy of the final estimate must be provided to the owner of the vehicle for all repairable claims; however, total loss claim estimates should not be provided to the owner. MetLife Auto & Home will supply you with CARE customer brochures that are designed to hold the estimate copy and include verbiage that explains the MetLife Auto & Home CARE guarantee. Please place the final copy in the customer folder, fill out the basic claim information on the inside pocket, and provide it to the customer when he/she picks up the completed vehicle. Please shake the customer's hand and thank him/her for his/her business when delivering the final paperwork at the time of pickup. This interaction has a meaningful impact on our customers.

Non-Disclosure of Personal Information

As a participating CARE repair facility, you will receive claim information about our mutual customers. Our CARE facilities are required to hold this personal information in the strictest of confidence and must not disclose the information with any external entity. All CARE shops will

need to submit a Confidentiality and Non-disclosure Agreement, which can be provided by your local CARE Coordinator or Reinspector.

Marketing and Customer Support Materials

MetLife Auto & Home will supply CARE shops with marketing and supporting materials to assist them in servicing our mutual customers. We require that our CARE facilities display their MetLife Auto & Home CARE participant certificate prominently in the customer waiting area of their shops, to identify that we have a relationship.

Appendix A – CARE Tip Sheet

MetLife Auto & Home Concierge Auto Repair ExperienceSM (“CARE”) Repairable Estimate Reference Guide

This document may be used as a reference tool when working with customers who have chosen to participate in the MetLife Auto & Home Concierge Auto Repair Experience (“CARE”) guaranteed repair program. For more detailed information, please refer to your copy of the MetLife Auto & Home CARE Guidelines or discuss with your local CARE Field Coordinator.

Direction to Pay Form

If a digital photo of the signed Direction to Pay form is submitted along with the original estimate the payment will be made payable to the CARE shop only, and mailed to the CARE shop. Be sure the customer has given you authority to begin repairs *via* a signed MetLife Auto & Home Authorization to Repair – Direction to Pay form prior to beginning repairs, whenever possible. If a direction to pay is secured, it must be submitted with the original estimate.

Photos

The following photos are required: VIN, mileage, license plate, all 4 corners of the vehicle, all damages represented on the estimate, unrelated prior damage and/or unusual/excessive wear, frame damage before and after pulls, deployed airbag photo showing MetLife Auto & Home and the claim number in permanent marker. Video documentation of damages is required prior to writing estimates known to be greater than \$1500 net.

Documentation

The following items must be documented:

Number of anticipated repair and rental days, including start and completion dates

Unrelated prior damage details

Confirmation that the owner was advised about alternative parts, teardown and unrelated prior damage

Confirmation that a copy of the estimate and supplements/final estimate was provided to the owner (add as a manual line within the estimate, beginning with line #1)

Confirmation that repair authorization and/or Direction to Pay was secured. (Attach or upload a photo of DOP and document as a manual line within the estimate that the DOP was secured from the owner.)

LKQ/Alternative part search information - including quote #s and vendor names

Questionable Damages

Any damages that do not appear to be related as per the assignment sheet’s facts of loss and point of impact should be written as a separate unrelated prior damage estimate. When handling an assignment for repairs to a vehicle for damages that do not appear consistent with the loss description on your assignment sheet, please contact your local CARE Coordinator or supervisor with oversight for your facility to provide us the opportunity to inspect the damages prior to repair.

MetLife Auto & Home Airbag directive

Airbags and airbag equipment may only be replaced by new, OEM equipment. LKQ, AM or Recycled are never permitted. Documentation/Invoices must be retained for a minimum of one year or as required by state requirements. All repairable and total loss vehicles deployed airbags must be marked with permanent marker “MetLife Auto & Home” and the claim number. A photo of the marked, deployed airbag must be included in your vehicle photos uploaded with the estimate.

MSRP/Suggested list part pricing

Part prices on estimates which exceed suggested list pricing will be reviewed and additional part searches may reveal suppliers capable of meeting suggested list pricing.

Supplements

Mass January 2013 version

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In the event you find unexpected damage that will generate a significant supplement (generally 25% or more of the original estimate), you should notify your Material Damage Specialist to advise them of the additional damages. We will advise if you should upload your estimate with the additional damages, or delay the upload until a more complete supplement is prepared. The MDS may require your local coordinator to reinspect the additional damages. Multiple supplements are discouraged, but in cases where the cycle time will be significantly impacted, you may be instructed to send more than one supplement. Parts price invoices and digital photos should accompany supplements.

Modified Refinish: Modified refinish time should be used when prior damage exists or when damage to the panel is limited to an area which allows blending within the panel.

Appearance allowance

In some cases, where permitted by law, it may be appropriate for minor scuffs or scratches (generally to bumpers, wheels, wheel covers, interior and exterior plastic trim, *etc.*) to be considered as appearance allowance in lieu of replacement/repair. This should be discussed and agreed to by our customer and us before being included in your estimate. (Allowance should never exceed 50% of the part price).

Alternative Parts

State and local laws always supersede these guidelines. MetLife Auto & Home's policy is to consider quality insurance grade alternative parts including LKQ (recycled), aftermarket, and reconditioned on any vehicle excluding current model year (meaning current calendar year) with fewer than 20,000 miles. It is the estimator's responsibility to apply common sense and sound business judgment when Mitchell's QRP does not locate a part that they believe is more than likely available through another source (*e.g.*, car-part.com, local salvage vendors, keystone.com, *etc.*). Additional search results must be documented.

We exclude use of non-certified aftermarket parts to replace radiator supports and high strength, ultra-high strength, composite or advanced strength steel bumper reinforcements. We also exclude use of aftermarket parts to replace supplemental restraint systems and seatbelts

Aftermarket Parts

Utilization and disclosure of usage to both first and third-party claimants must be in compliance with all state statutes and regulations.

When writing estimates, MetLife Auto & Home prefers to include aftermarket "crash parts" (parts made of sheet metal, plastic, fiberglass, or similar material that generally constitutes the exterior of a vehicle) that have been certified by an industry-accepted entity (*e.g.*, CAPA, NSF) to provide equivalent performance characteristics and warranty to the OEM part. Non-certified aftermarket crash parts may be included in an estimate when an appraiser deems appropriate. These non-certified crash parts must carry a warranty that meets or exceeds any warranty offered for the part by the OEM manufacturer.

We exclude use of non-certified aftermarket parts to replace radiator supports and high strength, ultra-high strength, composite, or advanced strength steel bumper reinforcements. We also exclude use of aftermarket parts to replace supplemental restraint systems and seatbelts.

If an aftermarket part, included in our estimate and installed properly on the vehicle, fails to function as designed and provide equivalent performance characteristics to the OEM part, MetLife Auto & Home will accept responsibility for replacing the part with LKQ, reconditioned or OEM.

If a customer objects to the use of an aftermarket part, and we agree their concern is valid, we will replace the part with LKQ, reconditioned or OEM at no cost to the customer. This must be clearly documented in the appraiser's or estimator's notes.

LKQ (Recycled) Parts

MetLife Auto & Home will utilize LKQ parts when appropriate and cost effective. LKQ parts must be from a vehicle of the same year or newer than the loss vehicle.

MetLife Auto & Home will NOT utilize LKQ parts on safety related systems, which include, but are not limited to:

Seat Belts

Supplemental Restraint Systems

Steering and Suspension

Brake related parts

The following parts are permitted exceptions and can be considered for LKQ replacement:

Suspension cross members / engine sub-frames

Solid rear axle assemblies (brake parts must be replaced with original components, if undamaged or replaced with A/M or OEM)

Mechanical parts must be from the same year or newer vehicle and the LKQ part must be from a vehicle with the same or less mileage than the loss vehicle. LKQ parts must include source information on the estimate consisting of: Vendor name, phone number and request number.

Wheel Alignments

Wheel alignments should only be included if there is damage to the wheels, suspension or steering components, or if there is frame or unibody damage that would affect the wheel alignment. If a customer explains that the vehicle is 'out of alignment' but there is no impact to the wheel or suspension/steering components, please contact your local CARE Coordinator for direction. Cost of an alignment should not exceed the local prevailing rate and should be entered on the estimate as a dollar amount, not labor hours.

Glass

Applicable state regulations, policy endorsements and our aftermarket part guidelines apply to all glass replacement. MetLife Auto & Home bases its glass pricing on market price for a specific geographic area. The glass pricing is inclusive of the glass, labor to remove and replace the glass, glass installation kit, markup, and applicable sales tax. CCC and Mitchell provide MetLife Auto & Home glass replacement pricing in their software. In some cases, our MDS unit or your local CARE Coordinator may approve use of a glass suppliers shop sublet price plus markup, in lieu of MetLife Auto & Home glass replacement pricing. LKQ glass can be considered for side and rear glass as a possible alternative to OEM and/or aftermarket glass. If assistance is needed, pricing is unavailable or pricing does not appear to accurately represent the required parts and labor, contact your local CARE Coordinator for assistance.

**Appendix B – MetLife Auto & Home Concierge Auto Repair Experience SM
("CARE") Coordinators**

Field Claim Office	States	Field Unit Manager	CARE Coordinator	Care Coordinator Phone
Albany	NY, NJ	Charles Bonfante	Keith J. Armstrong	315-382-1826
Bloomfield	CT, DE MD, ME, MI, NH, OH, PA, RI, VT	Scott Fowler	Geoff Ricciardelli	860-917-3102
Charlotte	DC, GA, KY, NC, SC ,TN, VA, WV, AL, FL, MS	John Alberstadt	Dale "Tim" Fielden	678-725-9792
Dallas	AR, LA, NM, OK, TX	Marc Moreno	Tim Makarwich	817-528-8306
Freeport	AK, HI, ID, IL, IA, MN, ND, OR, SD, WI, WA, WY	Howard Klahr	Vince Jankiewicz	815-238-4123
Mass	MA	Scott Fraser	Jim Martin	978-265-4620
St Louis	AZ, CA, CO, IN, KS, MO, MT, ND, NE, NV	David Oyler	Kevin Ivie	314-525-9200 x5056

For general claim questions, you may contact the CARE Coordinator above, or our field claim office at 1/800-854-6011 and speak to someone in customer service.

Appendix C – CCC Field Contacts



222 Merchandise Mart, Suite 900 Chicago, IL 60654-1105 800.621.8070

Collision Repair Customer Technical Support Coverage

CCC provides Technical Support for its Collision Repair Shop customers through a three level support system:

1. Telephone Support – **800.637.8511**
2. On-line Support – www.cccis.com
3. On Site Support – Regional Account Manager & Regional Business Manager

Telephone Support

Our Technical Support Group provides 800 telephone support Monday – Friday from 6:00 AM through 9:00 PM and on Saturday from 7:00 AM through 4:00 PM. All times are Central Time Zone. This is the preferred support channel as it provides our customers the most timely problem resolution.

The benefit of using our Technical Support Group is that every call opens a Case which is tracked through successful closure. These Cases are analyzed and trended to provide feedback to our development and communications groups. We use this feedback to make usability changes, documentation changes, and, of course, address technical defects.

On-Line Support

Our on-line support provides the Collision Repair Shop the ability to enter a problem incident using our Internet site. It too will establish a case that will be tracked by our Technical Support Group.

On-Site Support

This is our third line of support. The Account Managers and Business Managers are in the field supporting our Collision Repair Shop customers. The Account Managers provide product implementation and upgrade support as well as initial and refresher training session support. The Business Managers provide consultative support to shops on industry trends and automation tools ensuring they have the optimal automation tool configuration. The Business Managers are who the shop talks to when they want to purchase a CCC product.

Appendix D – Frequently asked Questions

The following will provide answers to some of your most frequently asked questions. If you do not find the answer to your particular question here, please contact your local MDS associate or CARE Coordinator.

When can I start work? Do I have to wait for authorization from MetLife Auto & Home?

Authorization to repair the vehicle must come from the owner of the vehicle. MetLife Auto & Home does not authorize any shop to make repairs to a vehicle. Be sure the customer has given you authority to begin repairs by means of a signed MetLife Auto & Home Authorization to Repair – Direction to Pay form. MetLife Auto & Home will review your estimate, make any necessary changes based on our business rules, and will contact you to reach an agreement. After the customer has provided authorization you may start the work, regardless of whether you have reached an agreed figure with us. For all 'Drop & Go' appointments, we require that you do a teardown, order parts, and begin repairs within 24 hours of the drop off.

If customer originally planned to have the repairs completed elsewhere and was issued a check with the name of another repairer on it, how do I get a claim check reissued to the customer and my shop?

The quickest way is to contact the claim adjuster at the local claim office. Generally, his or her name is listed on your assignment sheet, or you can call the local claim office and refer to the claim number for assistance.

If MetLife Auto & Home has already issued a payment for the repair, and it is later determined a "negative supplement" exists, how does the shop refund the money?

In the event the cost to repair is actually less than you estimated, please refund the money by writing a check for the appropriate amount, made payable to MetLife Auto & Home. Include the claim number on the check and send it to:

MetLife Imaging
P.O. Box 410300
Charlotte, NC 28241

How long should I hold a claim before contacting the office as a no-show?

After you receive an assignment you should reach out to the customer to confirm the appointment date and time. If the customer does not show up for the scheduled appointment and you have not been able to reach him/her to reschedule, you may close your assignment 30 days after receiving it.

What if the customer refuses the use of alternative parts in the repair of his or her vehicle?

Please contact your local MDS associate or CARE coordinator immediately regarding any disputed issues with our customers.

What if a legitimate complaint concerning my workmanship occurs?

We expect you will make every effort to resolve all customer satisfaction issues relating to the quality of your work product. If a satisfactory resolution cannot be achieved by your shop, please contact your local MDS or CARE Coordinator immediately. Under certain circumstances, MetLife Auto & Home may have no other choice but to have the problem remedied by another repair facility and seek reimbursement directly from you or through subrogation or legal action.

Who should I contact if I run out of MetLife Auto & Home Customer Brochures?

Should you need to order additional materials, please notify your local CARE Coordinator.

Where and how should I display my CARE participating shop wall certificate?

The certificate should be displayed in a picture frame and in conspicuous place for your customers to see, preferably in your lobby or customer lounge area. All participating CARE shops should have received a MetLife Auto & Home CARE wall certificate upon our transitioning to the CARE program in May of 2011.

If MetLife Auto & Home or I decide I will no longer participate in CARE, what would I need to do?

It is agreed that either party may terminate a shop's participation in the program at any time. In the event that this occurs, the CARE membership certificate and any other marketing materials are to be removed from display and returned immediately. Any unused materials will be picked up by the local CARE Coordinator, or if the supply is low, they can be recycled by the shop.

What if I have a procedural question even after reviewing the CARE Guidelines?

This document is designed to provide a general summary of our procedures and guidelines. For detailed information relating to a specific issue, please contact your local MDS associate or CARE Coordinator.

What is a warm transfer call?

As an added service to our customers, many of our representatives offer to introduce the customer directly to the CARE shop of their choice through our warm transfer process. This is done when the customer is on the phone reporting his or her auto claim, offering a prime opportunity for us to get the claim process off to a great start. The process for all customers with rental is for the MetLife Auto & Home associate to either warm transfer the customer to the shop, or to secure a desired appointment date and time, then notify the shop to confirm availability. Customers without rental needs will contact the shop to schedule an appointment for an estimate when convenient.

Can I use an Aftermarket Radiator Support or an Aftermarket Bumper reinforcement?

For the replacement of 'crash parts' (for example exterior panels and bumper parts) we require that the part is certified by a nationally recognized entity such as CAPA. For non 'crash parts' (for example mechanical and suspension parts) we allow use of aftermarket parts provided that they carry a warranty that meets or exceeds the OEM warranty. Certification for these parts is preferred, but not required.

Can I use an Aftermarket Alternator or Condenser?

As indicated in the above section, aftermarket parts, other than crash parts, may be included in our estimates providing they carry a warranty that meets or exceeds any warranty offered for the part by the OE manufacturer. This protocol entry refers to items such as mechanical parts and suspension items.

Appendix E – Mitchell Vehicle Description Report Example (To request a copy in word format, contact your local CARE Coordinator)



Vehicle Description Report

Questions? Contact Mitchell Service Bureau: (800) 710-2451 Fax: (858) 530-8904 Email: TLVServiceCenter@mitchell.com

Claim-Suffix ID:	Claimant Name:	Claimant Phone:	Loss Date:
License Plate:	Insured Name:	Insured Phone:	Loss Type:
VIN:	Year:	Make:	Model:
Mileage:	Body Style:		Sub-model:
Engine:	Transmission: <input type="checkbox"/> Adaptive <input type="checkbox"/> Automatic <input type="checkbox"/> Interactive <input type="checkbox"/> Manual		Drive Train: <input type="checkbox"/> 2WD <input type="checkbox"/> 4WD <input type="checkbox"/> AWD
Location of Vehicle:	Zip Code:	Inspected By:	Date:

Factory installed options and equipment:

Exterior	Interior	Mechanical
<input type="checkbox"/> Air Dam – Front	<input type="checkbox"/> Adjustable Foot Pedals	<input type="checkbox"/> ABS Brake Systems
<input type="checkbox"/> Air Dam – Rear	<input type="checkbox"/> Air Conditioning – Automatic	<input type="checkbox"/> ABS – Four Wheel
<input type="checkbox"/> Automatic Headlights	<input type="checkbox"/> Air Conditioning – Manual	<input type="checkbox"/> ABS – Rear Only
<input type="checkbox"/> Carriage Top	<input type="checkbox"/> Air Conditioning – Rear	<input type="checkbox"/> Automatic Load-Leveling
<input type="checkbox"/> Fog Lights	<input type="checkbox"/> Audio – AM/FM	<input type="checkbox"/> Pickup – Dual Fuel Tanks
<input type="checkbox"/> Graphics – OEM	<input type="checkbox"/> Audio – Cassette	<input type="checkbox"/> Pickup – Power Running Board
<input type="checkbox"/> Ground Effects – OEM	<input type="checkbox"/> Audio – CD Player	<input type="checkbox"/> Power Brakes
<input type="checkbox"/> Luggage Rack	<input type="checkbox"/> Audio – CD Remote Changer	<input type="checkbox"/> Power Steering
<input type="checkbox"/> Mirror – Heated and Power	<input type="checkbox"/> Audio – Entertainment / DVD System	<input type="checkbox"/> Suspension – Rear Air
<input type="checkbox"/> Pickup – Dual Rear Wheels	<input type="checkbox"/> Audio – In-Dash CD Changer	<input type="checkbox"/> Suspension – Self-leveling
<input type="checkbox"/> Pickup – Exterior Rails	<input type="checkbox"/> Audio – MP3	<input type="checkbox"/> Traction Control
<input type="checkbox"/> Pickup – Sliding Rear Window	<input type="checkbox"/> Audio – Premium Sound System	Safety
<input type="checkbox"/> Pickup – Snow Plow Prep. Package	<input type="checkbox"/> Audio – Rear Entertainment / DVD System	<input type="checkbox"/> Air Bag – Driver Side
<input type="checkbox"/> Pickup – Truck Bed Liner	<input type="checkbox"/> Cruise Control	<input type="checkbox"/> Air Bag – Front Side
<input type="checkbox"/> Pickup – Tonneau Cover	<input type="checkbox"/> Moonroof – Power	<input type="checkbox"/> Air Bag – Head
<input type="checkbox"/> Power Mirrors	<input type="checkbox"/> Moonroof – Dual	<input type="checkbox"/> Air Bag – Passenger Side
<input type="checkbox"/> Privacy Glass	<input type="checkbox"/> Navigation System	<input type="checkbox"/> Air Bag – Second Row Side
<input type="checkbox"/> Rear Step Bumper – Chrome	<input type="checkbox"/> OnStar	<input type="checkbox"/> Air Bag – Side Air Bags – Curtain
<input type="checkbox"/> Rear Step Bumper – Painted	<input type="checkbox"/> Power Locks	<input type="checkbox"/> Air Bag – Side Air Bags – Torso
<input type="checkbox"/> Removable Top	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Anti-Theft – System
<input type="checkbox"/> Running Boards	<input type="checkbox"/> Rear Window Defogger	<input type="checkbox"/> Anti-Theft – Tracking/Notification
<input type="checkbox"/> Soft Top	<input type="checkbox"/> Seats – First Row Bench	<input type="checkbox"/> Garage Door Opener
<input type="checkbox"/> Spoiler (Rear)	<input type="checkbox"/> Seats – First Row Buckets	<input type="checkbox"/> Keyless Entry
<input type="checkbox"/> Tinted Glass	<input type="checkbox"/> Seats – Heated	<input type="checkbox"/> Remote Ignition
<input type="checkbox"/> Two-Tone Paint	<input type="checkbox"/> Seats – Heated and Cooled	<input type="checkbox"/> Reverse Sensor
<input type="checkbox"/> Trailer Tow Hitch / Receiver	<input type="checkbox"/> Seats – Leather	<input type="checkbox"/> Safety Rollbar
<input type="checkbox"/> Trailer Tow Package	<input type="checkbox"/> Seats – Power Driver	<input type="checkbox"/> Tire Inflation/Pressure Monitor
<input type="checkbox"/> Van – Dual Power Sliding Doors	<input type="checkbox"/> Seats – Power Passenger	
<input type="checkbox"/> Van – Power Sliding Side Door	<input type="checkbox"/> Seats – Second Row Bench	
<input type="checkbox"/> Vinyl/Landau Top	<input type="checkbox"/> Seats – Second Row Buckets	
<input type="checkbox"/> Wheels – Alum/Alloy	<input type="checkbox"/> Seats – Third Row Bench	
<input type="checkbox"/> Wheels – Chrome	<input type="checkbox"/> Seats – Third Row Buckets	
<input type="checkbox"/> Wheels – Wire	<input type="checkbox"/> Sunroof (Power)	
	<input type="checkbox"/> Telescope Steering Wheel	
	<input type="checkbox"/> Tilt Steering – Automatic	
	<input type="checkbox"/> Tilt Steering – Manual	



Vehicle condition: 5 – Excellent 4 – Very good 3 – Good 2 – Fair 1 – Poor U – Unknown

Interior		Comments
Seats: Seats, seatbelts, seat backs, and headrests. Includes third seats in vans, SUVs, and wagons.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Carpet: Includes molded inserts. Includes trunk carpet and floor mats.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Headliner: Headliner and visors.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Doors / Interior Panels: All inner door panels. Trunk panels.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Dash/Console: Center and overhead console.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Glass: Glass only. Does not include moldings, aftermarket tint, or plastic convertible glass.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Exterior		
Body: Outside body panels, including truck beds. Does not include bumpers or grills. Ding - golfball size or smaller.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Paint: All body panels, including truck beds. Does not include paint on bumpers, trim, or spoiler.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Trim: Major grilles, bumpers, wheels, mirrors, body cladding, luggage racks, spoilers, running boards, and roof racks. Minor: lamps, emblems, antennas, wheel covers, and all outside moldings.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Vinyl or Convertible Tops: Convertible roof including plastic back glass, simulated convertibles, landau, full vinyl top.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Mechanical		
Engine: If engine is inaccessible, mark as Unknown.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Transmission: If transmission inaccessible, mark as Unknown.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	
Tires		
Rate tires independently, add ratings for each tire (4) to determine overall rating.	<input type="checkbox"/> 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> U	

After-Market Installed Parts, Refurbishments and Prior Damage:

Comments:

Appendix F – Coverage Plus (Betterment Endorsement) Chart

The following offers helpful examples of parts that are typically excluded from betterment (first party only), however if you have questions please contact your CARE Coordinator or reinspector for clarification. If you are not sure that the policy carries the endorsement, take betterment as usual and our MDS team will make corrections, if needed.

“Steering components”	From the steering wheel to the steering knuckle; any part that is involved in steering the vehicle.
Examples	<ul style="list-style-type: none"> • Steering arms • Power steering pump and hoses • Rack and pinion gear and housing, etc.
“Suspension components”	<ul style="list-style-type: none"> • Parts that enable the vehicle to ride softer or more comfortably provide a safety factor in the control of the vehicle, for example, shock absorbers •
Examples	<ul style="list-style-type: none"> • Wheels • Springs • Control arms • Struts and shock absorbers,
“Brake parts”	Parts that are a part of the vehicle’s brake system
Example	<ul style="list-style-type: none"> • Disks • Pads • Drums • Lines • Master cylinder, etc.
“Electrical wiring and components”	Parts that <ul style="list-style-type: none"> • Are part of the electrical system, • Control systems or other components
Examples:	<ul style="list-style-type: none"> • Alternators • Coils • Wiring • “Computer chips” • Lights
Not included	Sound equipment (radios, stereos, etc.) and similar accessories are not considered electrical components.
“Batteries and tires” Exception	Does not apply to theft of tires or batteries unless the entire vehicle is stolen.
Total Losses	<ul style="list-style-type: none"> • This coverage will have no bearing on the determination of the value of a total loss. • If tires on a totaled vehicle are in poor condition, the value of the vehicle may be adjusted to reflect this fact (if this were part of the normal vehicle evaluation).



METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY PLAN FOR THE DIRECT PAYMENT OF MOTOR VEHICLE COLLISION, COMPREHENSIVE AND, PROPERTY DAMAGE COVERAGE CLAIMS

1. Payment to the Claimant

Metropolitan Property and Casualty 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 Metropolitan Property and Casualty 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.

2. 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.

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.

3. 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.

Metropolitan Property and Casualty 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 Metropolitan Property and Casualty 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.

4. 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 M.G.L. Chapter 100A, section 6.

This list may include at least five highlighted participating referral repair shops geographically convenient for the claimant, which will perform the repairs on referred claims without undue delay. Metropolitan Property and Casualty Insurance Company shall not require a claimant to have repairs made at any specific repair shop.

Our Concierge Auto Repair Experience 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 Metropolitan Property and Casualty Insurance Company denies that shop placement on or strikes that shop from its program.



A repair shop shall be included in the program prepared by Metropolitan Property and Casualty 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 Metropolitan Property and Casualty Insurance Company may provide adequate assurances that the repair shop will continue to satisfy us as to such criteria.

5. Development and Changes of Referral Program

We may strike a repair shop from our Concierge Auto Repair Experience 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 Metropolitan Property and Casualty 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.

6. Our Guarantee

If a claimant chooses to participate in our Concierge Auto Repair Experience program and has repairs performed at a repair shop included in our program, Metropolitan Property and Casualty 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 redoing the repair job, in whole or in part, if necessary. It is valid from the date of the repair for as long as you own 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 Metropolitan Property and Casualty 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.

7. Initial Appraisal and Reinspection Requirements

If a claimant chooses to participate in our Concierge Auto Repair Experience program and to have repairs performed at a repair shop included in our program, Metropolitan Property and Casualty Insurance Company shall assign a licensed material damage specialist ("MDS") to make an appraisal of the damaged motor vehicle.

Upon receipt of the damaged motor vehicle, the Concierge Auto Repair Experience repair shop shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the MDS. The MDS shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the Concierge Auto Repair Experience repair shop. After examining the vehicle in further detail by reviewing the digital video, the MDS shall direct the Concierge Auto Repair Experience repair 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 MDS for review. The MDS shall also request additional digital video or digital photographs to be taken by the Concierge Auto Repair Experience repair shop of the entire vehicle or selected areas thereof, as needed, to enable the MDS to complete the inspection of the damaged motor vehicle. The MDS 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 MDS, the Concierge Auto Repair Experience repair 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 MDS. The MDS 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 MDS 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 Concierge Auto Repair Experience assignment without review and approval by a MDS, 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 Concierge Auto Repair Experience Shop concludes that repair cost will likely exceed the state mandated percentage to declare a vehicle a total loss, the Concierge Auto Repair Experience Shop will notify Metropolitan Property and Casualty 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 policyholder 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.

8. 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.

9. 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 5 above, captioned "Our Guarantee", and the Cost of the repair to the claimant will not exceed the amount of Metropolitan Property and



Casualty 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.

10. **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.

11. **Effective Date**

The effective date of this plan shall be April 1, 2013. 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 April 1, 2013, 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 CMR 123.04 (13).

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METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY PLAN FOR THE DIRECT PAYMENT OF MOTOR VEHICLE COLLISION, COMPREHENSIVE AND, PROPERTY DAMAGE COVERAGE CLAIMS

1. Payment to the Claimant

Metropolitan Property and Casualty 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 Metropolitan Property and Casualty 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.

2. 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.

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.

3. 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.

(b) Metropolitan Property and Casualty 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

(c) 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



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vehicle available for inspection.

The company shall not delay such inspection for more than three days without the consent of the claimant. If Metropolitan Property and Casualty 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.

(d)(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.

(e)(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.

4. 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 M.G.L. Chapter 100A, section 6.

This list may include at least five highlighted participating referral repair shops geographically convenient for the claimant, which will perform the repairs on referred claims without undue delay. Metropolitan Property and Casualty Insurance Company shall not require a claimant to have repairs made at any specific repair shop.

Our Platinum Auto Service, ("PAS") Concierge Auto Repair Experience 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 Metropolitan Property and Casualty Insurance Company denies that shop placement on or



strikes that shop from its program.

A repair shop shall be included ~~on~~ in the program prepared by Metropolitan Property and Casualty 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 Metropolitan Property and Casualty Insurance Company may provide adequate assurances that the repair shop will continue to satisfy us as to such criteria.

5. **Development and Changes of Referral Program**

We may strike a repair shop from our Concierge Auto Repair Experience 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 Metropolitan Property and Casualty 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.

6. **Our Guarantee**

If a claimant chooses to participate in our Platinum Auto Service-Concierge Auto Repair Experience program and has repairs performed at a repair shop included in our program, Metropolitan Property and Casualty 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 redoing the repair job, in whole or in part, if necessary. It is valid from the date of the repair for as long as you own 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 Metropolitan Property and Casualty 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.

7. **Initial Appraisal and Reinspection Requirements**

If a claimant chooses to participate in our PAS-Concierge Auto Repair Experience program and to have repairs performed at a PAS-repair shop included in our program, Metropolitan Property and Casualty Insurance Company shall assign a licensed material damage specialist ("MDS") to make an appraisal of the damaged motor vehicle.

Upon receipt of the damaged motor vehicle, the PAS-Concierge Auto Repair Experience repair shop shall take a digital video showing the entirety of the damaged motor vehicle, which video shall then be transmitted to the MDS. The MDS shall inspect the damaged motor vehicle by means of reviewing the digital video taken by the PAS-Concierge Auto Repair Experience repair shop. After examining the vehicle in further detail by reviewing the digital video, the MDS shall direct the PAS-Concierge Auto Repair Experience repair 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 MDS for review. The MDS shall also request additional digital video or digital photographs to be taken by the PAS-Concierge Auto Repair Experience repair shop of the entire vehicle or selected areas thereof, as needed, to enable the MDS to complete the inspection of the damaged motor vehicle. The MDS shall rely primarily on his or her inspection of the damaged motor vehicle in making the appraisal of the damaged motor vehicle.



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Under the specific direction of the MDS, the ~~PAS-Concierge Auto Repair Experience~~ repair 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 MDS. The MDS 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 MDS 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 ~~PAS-Concierge Auto Repair Experience~~ assignment without review and approval by a MDS, 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 ~~PAS-Concierge Auto Repair Experience~~ Shop concludes that repair cost will likely exceed the state mandated percentage to declare a vehicle a total loss, the ~~PAS-Concierge Auto Repair Experience~~ Shop will notify Metropolitan Property and Casualty Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle.

~~state mandated percentage to declare a vehicle a total loss, the PAS Shop will notify Metropolitan Property and Casualty Insurance Company and a licensed staff appraiser will physically reinspect the vehicle immediately to establish the Actual Cash Value (ACV) of the vehicle~~

~~For the purposes of audit, review, and reinspection, Metropolitan Property and Casualty Insurance Company will utilize current industry technology including (but not limited to) auditing software, review and reinspection software and digital imaging to perform virtual or physical reinspections. The attached Exhibit B depicts current technology utilized by Metropolitan Property and Casualty Insurance Company for managing the audit, review, reinspection and, approval of estimates prepared by referral shops in 49 states.~~

~~As a designate of Metropolitan Property and Casualty Insurance Company, PAS shop estimates may be accepted by the company as complete and accurate upon audit, review, and/or reinspection by either electronic or physical means. Estimates approved by electronic means will pass all Metropolitan Property and Casualty Insurance Company business rules in accordance with the Agreement and will comply with all applicable regulatory requirements.~~

~~The review shall include the MDS personally inspecting all photos and other information relating to the damage present on the vehicle prior to making the ultimate decision on the appraised value of the loss, and the MDS shall have the right to personally direct how the damaged vehicle is examined, photographed and otherwise appraised, and may request additional photographs when the photographs submitted by the PAS shop are insufficient for the appraisal of the vehicle. No estimates prepared by a licensed appraiser designated by Metropolitan Property and Casualty Insurance Company will be rewritten by a staff appraiser on Metropolitan Property and Casualty Insurance Company letterhead, but a Metropolitan Property and Casualty Insurance Company licensed material damage specialist, ("MDS") will complete a review of all claims utilizing the Platinum Auto Service repair option and make the ultimate decision on the appraised value of the loss. Under no circumstance will a payment be issued on a PAS assignment without review and approval by a MDS, 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). The review shall include the MDS personally inspecting all photos and other information relating to the damage present on the vehicle prior to making the ultimate decision on the appraised value of the loss, and~~

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~~the MDS shall have the right to personally direct how the damaged vehicle is examined, photographed and otherwise appraised, and may request additional photographs when the photographs submitted by the PAS shop are insufficient for the appraisal of the vehicle.~~

In no event shall the selection of vehicles for reinspection be based on the age or sex of the policyholder 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.

8. 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 any thing 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.

9. 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 5 above, captioned "Our Guarantee", and the Cost of the repair to the claimant will not exceed the amount of Metropolitan Property and Casualty 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.

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10. 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.

11. Effective Date

The effective date of this plan shall be ~~May 16, 2011~~ April 1, 2013. 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 April 1, 2013, 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



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the plan in accordance with 211 CMR_123.04 (13).

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