

COLLISION Standard



Oregonians for Safe Auto Repair

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Advanced High Strength Steel

If handled improperly, the structural integrity of damaged vehicles may be at risk

by Anne Koppel Conway

“In a nutshell the primary reason behind the use of advanced high strength steel (AHSS) is the reduction of fuel consumption – reducing our carbon footprint – and the safety of



vehicle occupants,” said **John Leddy**, owner and managing member of LDC Consulting. The Seattle based company sells equipment and offers training related to working on high strength steels used in the auto industry.

In addition to wanting to improve the safety of a vehicle and reduce fuel consumption, automakers hope to reduce their manufacturing costs by using the special alloyed steel, he said. The newer steels allow manufacturers to use fewer pieces for parts, because fewer joints are needed to create a part with the new steel.

The use of advanced high-strength steel reduces a vehicle’s structural weight by as much as 25 percent, according to the American Iron and Steel Institute.

“But as the new steels are becoming thin-

ner and stronger, they are becoming more brittle,” Leddy said.

The genesis of AHSS

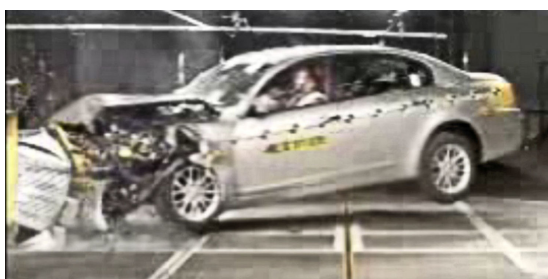
“The story of how this all got started goes back to the mid-90s with the inception of the Ultra Lightweight Steel Auto Body (ULSAB).” To help auto manufacturers, thirty-five of the world’s steel producers jumped in to come up with a viable lightweight, structurally superior steel auto body that is also affordable.

“The biggest change in steels has taken place between 2007 and 2008.” As far as OEMs incorporating the AHSS into their vehicles, Leddy said, “Honda is moving faster than Toyota.”

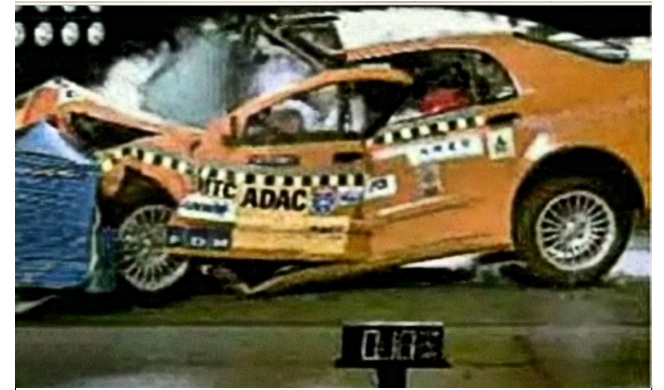
Using AHSS does make a difference

The photo, taken from a YouTube video, shows a Hyundai Genesis with ample AHSS and a lot of bonding glue – giving it 260 linear feet of torsional rigidity. Torsion is the twisting of an object due to an applied torque (the tendency of a force to rotate an object about an axis). With torsional rigidity the part is less likely to twist and bend during an accident, making it safer. So, torsional rigidity is a good thing.

In contrast, some countries’ standards are not as advanced, said Leddy. The Chinese car in the above photo, also from a YouTube video, crumpled in an undated crash test, he said. The manufacturer of this car



Hyundai Genesis does well in crash test.



Car crumples in crash test.

may have, by now, updated the metals in its vehicles.

Back in the 1970s when the first fuel crisis hit, “Café standards, or Corporate Average Fuel Economy – regulated by the National Highway Traffic Safety Administration (NHTSA) and the Environmental Protection Agency – were introduced.” he said.

That’s when the government started mandating

“As the new steels are becoming thinner and stronger, they are becoming more brittle,” Leddy said.

that by such and such a date vehicles would have to get so many miles per gallon for a manufacturer’s fleet of passenger cars and light trucks (less than 8500 Gross Vehicle Weight Rating or GVWR) sold in the United States for any given model year.

“Camp Obama is on it,” Leddy said. President Barack Obama’s administration, along with the

Continued on page 6. See AHSS.

A body shop’s arbitration experience

by Anne Koppel Conway

PORTLAND, OR—Stemming from a 2005 repair, a customer sued a greater Portland area body shop for fraud, breach of warranty, holding the customer’s vehicle without justification for 18 months and violations of the Unlawful Trade Practices Act.

Strong charges. (For this article the body shop chose anonymity.)

This past spring the suit ended up in arbitration.

After hearing 2½ days of testimony from the parties and

“One important reason the vehicle got ‘stuck’ on the shop’s lot was that [the claimant] kept insisting that the shop perform work that was unrelated to the accident,” said the judge.

Continued on page 3. See Arbitration

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Guest Editorial

Gunder watches TV in his spare time

After an eventful day, I was listening to my local Channel 8 news and heard a lot of stories about bullying in schools. One elementary school child had complained to his parents that he was pushed up against a wall locker and his lunch money taken from him. If he cried about it to anyone, the fear of harsher punishment was intended to scare him even further.

While I was watching school authorities on the small screen trying to figure out what to do to get rid of the bullies, such as setting up new lines of communication, getting the principals involved and making it easier for the bullies' victims to report the situations, it just clicked.



I realized I've experienced bullying in my adult life – with State Farm. The “bully” is State Farm.

Ray Gunder
Gunder's Auto Center
Lakeland, Florida

Gunder's - requesting reconsideration on a dismissed lawsuit count and proceeding with mediation

LAKELAND, FL—The U.S. District Court in Tampa, Florida, dismissed the tortuous interference part of the lawsuit: **Gunder's Auto Center, Inc. v. State Farm Insurance** but kept active the defamatory statements section. State Farm had requested that the judge dismiss the entire lawsuit. Since that didn't happen, the lawsuit is still viable.

But the shop's owner Ray Gunder said it is his legal team's opinion that the Federal court – in dismissing the tortuous interference part of the suit – “just got it wrong. The court just didn't research it enough to understand that there is a significant body of case law supporting our position that tortuous interference is related to slander.”

On June 10 Gunder, through his attorney Brent Geohagen, filed a request for reconsideration and a motion to set aside/amend the order granting State Farm's motion to dismiss the tortuous interference with a business relationship.

Photo courtesy of Ray Gunder



Continued on page 10. See Gunder's

Letters to the editor

An independent shop owner speaks out

We are the last independent in our area, not because we want to be. The insurance companies will not allow us on their lists! We asked. They say they are at capacity in this area and will not be adding shops.

Well, if they are at capacity, why do we still get work from these people? Because there are still customers that want a choice and refuse to be bullied or blatantly directed.

Frivolous is thinking that all of these shops that will have to close, and hundreds more Oregonians not working will not affect our economy.

Trusting the Oregon politicians to care for a struggling industry at the hands of greedy insurers is frivolous.

Signed: Anonymous

Tired of being pushed around and stuck in the middle



After 30 years in the auto body industry as a body shop owner and/or manager, I have decided to temporarily or possibly permanently leave the industry. Being stuck in the middle of the customers, insurance companies, technicians and my boss and the constant arguing in the interest of all parties is more than I am willing to do at this point.

I have seen the customers become more educated and concerned about their repairs and investment and the insurance companies become tighter, less interested in a quality repair and more interested in the shops saving them money, as well as directing customers to their shops. Many of the things the insurance companies get away with are, in my opinion immoral, if not illegal.

During my hiatus, I am planning on speaking out about the issues I have run across by writing to industry leaders, lawmakers and papers.

Signed: Anonymous

COLLISION Standard's standard policy

Due to ongoing insurer blackballing of collision repair facilities and other forms of insurer retaliation, shop owners/managers/technicians who “speak out” in *Collision Standard* articles or Letters to the Editor will remain anonymous, unless the submitter authorizes the use of his/her name.

Questions? Contact the editor
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Phone: 503.572.1677

Your Letters to the Editor will help us grow stronger. United, we are a potent force; divided, we are isolated and vulnerable. Let's hear from you.

Please submit your Letter to the Editor by e-mail. Depending on the length, letters may be edited. Please specify if you want your submission to be published anonymously, or if you will allow us to use your name and/or location. If we have any questions, a phone number would be helpful, but not required. Space permitting, we will use your letter in future issues.

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Oregonians for Safe Auto Repair is a political action committee dedicated to sponsoring bills that protect consumers and their vehicles and providing in-depth Northwest auto body news, as well as comprehensive coverage of the auto insurance industry nationwide.

What's new on the Oregon front

Arbitration Continued from Page 1

The claimant (customer) had gone after the body shop's "jugular" and had been pursuing the case "as if the controversy was over the death of a child, rather than the repair of an automobile."

their expert witnesses and participating in the examination of the vehicle in question, the judge / arbitrator in making his ruling, said that the claimant (customer) had gone after the body shop's "jugular" and had been pursuing the case "as if the controversy was over the death of a child, rather than the repair of an automobile."

In an effort to be charitable, the judge said the claimant "may have been following his experts' advice throughout" the case, but "such reliance turned out to be mistaken and unreasonable."

The claimant "vigorously pursued" the case – "adding punitive damages and refusing to negotiate in any range that bore a reasonable relationship to the claimed actual damages."

During the mediation, the claimant "wanted something with six-figures."

To defend itself the body shop and its attorney were "reasonably required to put up a correspondingly strong defense."

As a result, the judge awarded the body shop \$97,666.25 for attorney's fees, costs and disbursements.

How we got there

In 2005 the claimant's vehicle had been rear-ended by another vehicle. The claimant took his car to the body shop to get it repaired back to pre-loss condition.

Herein lies one of the differences of opinion. The claimant wanted this vehicle returned to *pre-pre-loss* condition. It had been in previous accidents and had been repaired inadequately.

Work unrelated to accident

The claimant wanted the body shop to correct those "shoddy" repairs that had been performed by other repair shops, *as well as* fix the damage attributed to the September 2005 accident *but* didn't feel obligated to pay for the additional work, said the judge.

Disagreeing with the claimant's viewpoint, the judge said, the shop performed the repairs in a "workmanlike manner. The remaining defects are not related to anything that" the shop "was asked to repair as a result of the September 2005 accident."

The claimant through his experts "pursued many claims for damages wholly unrelated to any work on his vehicle that the body shop was hired to repair," the judge said.

As far as the shop holding the all-wheel drive vehicle without the permission of the claimant, the judge said, "Once the claimant paid for the repairs in June 2006, he was free to pick" up his vehicle.

"One important reason the vehicle got 'stuck' on the shop's lot was that [the claimant] kept insisting, personally and through his lawyers, that the shop perform work that was unrelated to the accident and for which no one was agreeing to pay."

"In short" the claimant's "failure to pick up his vehicle earlier than he did was his own choice," His Honor said.

This sporty vehicle had been "involved in five prior accidents, and much of the prior repair work had been done poorly." ...

"The at-fault vehicle insurance carrier, [for the September 2005 accident] and the claimant's own insurer had no duty to pay for prior improper repairs stemming from unrelated earlier accidents. Nor did the shop owe this repair obligation" to the claimant.

"These unreasonable" repair requests by the claimant "persisted for months in 2006." During arbitration, the claimant dropped many of his claimed damage charges, said the judge.

Some witnesses were more expert than others, according to His Honor

The judge felt compelled to comment about the integrity of the witnesses. Regarding one of the claimant's witnesses, the judge said, "I did not find [him] to be credible.

"He seemed proud that he started his auto mechanic career by fixing up wrecked cars in such a skillful manner that car dealers would be deceived into thinking that the cars had not been wrecked. He even sprayed dirt underneath the vehicles to more thoroughly hide his deceptive craft."

Concerning the claimant's other two witnesses, an auto appraiser and a

mechanic, the judge said, "Although I found [them] to be pleasant and skilled in auto appraising and mechanics, respectively, they seemed rather biased and overly consumer-oriented, as though on a campaign to tar the body shop."

Much of their testimony dealt with items for which the shop had no responsibility: e.g., the hole in the grill, the heat shield or with items the shop had actually replaced (but they were claiming had not been replaced).

In stark contrast, the judge found the shop's expert witness to be "extremely credible and well-informed."

Remarking that this witness "routinely testifies for consumers against car dealers

"I find that the claimant has engaged in a continued course of unfairly charging the shop with fraud and shabby work," said the arbitrator / judge.

and repair facilities, but for the first time in his career he testified in favor of a repair facility against the car owner in this case.

The judge found the shop's witness's testimony to be "logical and believable," testifying that the parts invoiced by the shop were actually installed" in the claimant's vehicle.

The judge also noted that "both [claimant's insurer] and the shop's own

The shop suffered collateral damage as a result of this prolonged lawsuit with its ricocheting accusations, the judge said.

mechanic manager verified that the parts" had been replaced.

Concluding, the judge found in favor of the shop saying that the claimant failed to meet his burden of proof as to each of his four claims.

"I find that the parts that the shop charged for were actually installed in the vehicle and all work charged for was actually and properly performed" by the shop or its subcontractors, said the judge.

As far as the claimant's charge that the shop had violated the Unlawful Trade Practices Act, the judge said that the



Requesting Keystone perspective

The June issue of the Collision Standard reported on the Missouri Court of Appeals for the Western District's finding that American Family Insurance was guilty of not paying for complete repairs in *Nicholas H. Smith, et al. v. American Family Mutual Insurance Company* by systematically specifying non-OEM parts and routinely omitting necessary repairs from estimates.

In the finding Presiding Judge Harold L. Lowenstein concluded that aftermarket parts (AMPs) are not of like kind and quality to original equipment manufacturers (OEMs) parts. Specifically he said, "Plaintiff's evidence established that, because of the nature of the engineering, production, and materials, aftermarket parts were inferior in fit and performance and, therefore, not of like kind and quality to OEM parts."

He backed up that statement with expert witness testimony, including one of the American Family's witnesses.

That got us thinking: If AMPs are inferior to OEMs, as Judge Lowenstein stated, then what will the manufacturers of AMPs do about it?

The Collision Standard attempted to contact Carol Boers, general manager, Keystone Automotive Industries Inc. in Vancouver, Washington, to get her perspective. By publication deadline she had not gotten back with us to submit a response for this issue. Keystone, a distributor of AMPs, is a division of LKQ Corporation.

How does Keystone and LKQ view the District Court's findings? If the engineering and manufacturing procedures for AMPs are inferior to those of OEM parts, will there be production changes with the parts they distribute? If so, when will these occur?

Expert witness testimony considered by the District Court judges

One engineering consultant Paul Grigio testified that because aftermarket parts are reverse-engineered – where the specifications are derived from an OEM part rather than the specifications that govern the manufacture of the OEM part – the aftermarket manufacturing process can never attain the specifications and tolerances of an OEM part. The consultant testified that aftermarket parts "will be of lesser quality in the dimension, dimensional area, and possibly in the structural area."

A University of Texas at Austin professor of mechanical engineering Dr. Kristin Wood, testified to the limitations of the reverse engineering process. Wood explained that the Certified Automotive Parts Association (CAPA), a body created by the insurance industry, "defines the standards for the manufacture and reverse engineering of imitation parts."

Wood emphasized that like kind and quality went further than simple appearance or fit, that function and performance were the benchmarks. The professor testified that there were "real world consequences" of the use of aftermarket parts.

He also asserted that aftermarket parts are inferior in performance because CAPA does not always require that safety features on certain parts, such as hoods, be reverse-engineered into the aftermarket parts.

The Collision Standard prides itself in presenting all sides in an issue and being fair and even-handed in its reporting. Keystone, we would appreciate hearing from you.



Satisfaction Rankings of Auto Insurers in Oregon

JD Powers 2008 Auto Claims Satisfaction Study Consumers Rate Auto Insurers	
Insurers	Customer Satisfaction Rankings
State Farm	85.1%
American Family	82.0%
Progressive	82.0%
Liberty Mutual	81.7%
GEICO	81.5%
Nationwide	80.2%
Allstate	80.1%
Farmers	80.0%
Safeco	78.5%
AIG	78.0%

The JD Powers national 2008 Auto Claims Satisfaction Study is based on 11,671 responses from auto insurance customers who filed a claim within the past 12 months. The study, fielded from July to August 2008, excluded customers who only had glass/windshield, theft/stolen vehicle, roadside assistance or bodily injury claims. The above insurers do business in Oregon.

Society of Collision Repair Specialists Satisfaction Ratings Survey National Organization Rates Auto Insurers		
Insurers	Satisfaction Ratings	
	2007	2008
State Farm	8.26	8.30
American Family	7.13	6.97
Farmers	6.90	6.41
Liberty Mutual	6.77	6.67
GEICO	6.69	6.22
AIG	6.68	6.72
Allstate	5.55	6.33
Nationwide	6.03	6.12
Progressive	5.09	4.79

The survey asked participants to rate their relationship with each of the included insurers on a 0-10 scale (with 10 being the highest and 0 the lowest.)

NW Automotive Trades Assoc. OR Collision Repair Shops Rate Insurers	
Insurers	Overall Grade
State Farm	B+
Liberty Mutual	C+
American Family	C
AIG	C
GEICO	C-
Nationwide	C-
Farmers	D+
Safeco	D+
Allstate	D+
Progressive	D

650 Oregon collision repair shops received surveys which graded insurers on how well each company's policies, attitude and payment practices ensure quality repairs and service for Oregon motorists.

State of Oregon - Insurance Division Consumer Guide to Insurance Complaints Insurers Ranked by Complaint Records			
Insurers	Total OR Premiums	Confirmed Complaints	2007 Rankings by Complaints filed
State Farm	\$344,701,743	109	11
Nationwide	\$26,373,685	9	13
Liberty Mutual	\$28,691,444	17	18
Safeco	\$143,064,062	86	19
American Family	\$76,667,551	51	21
Farmers	\$274,531,027	187	22
GEICO	\$47,891,777	37	26
Progressive	\$39,024,068	33	28
Allstate	\$82,477,258	74	31

After complaint indexes were computed by the Insurance Division, insurers were ranked by their complaint records. The above insurers handle about 95% of personal auto insurance in Oregon. The smaller the ranking number the better the complaint record.

Interview with Portland's Director of Risk Management

Ferretting out a steering accusation

The Collision Standard (SC) received information that a tow driver, who had been called to the scene of an accident involving a City of Portland vehicle, told the citizen/owner of the damaged vehicle that the city would not pay the repair claim, *unless* the vehicle was towed to a shop that is a part of major auto collision repair chain.

Since CS is always interested in following up on steering accusations, we contacted the City of Portland's Director of Risk Management Kate Wood to find out if it was true. Is this sort of thing condoned by the City?

Wood: No. (Laughs.) *No.*

CS: *If it were true, if it did happen, would it be legal?*

Wood: *If it were true, it would have to be legal, because otherwise we wouldn't do it.*

CS: *So, as far as you know this sort of thing isn't being done?*

Wood: The issue is that we pay a claim when it's city negligence. Negligence of a city employee that causes harm to a third party – the citizen. (*The City of Portland self-insures.*) So on a very broad statement, [negligence – who's at fault] is the first step we look at in claims.

A lot of times, there might be a situation where the circumstances of a case might be reinterpreted differently by an individual. And that might have happened [in the case you are talking about]. So this tow truck driver may have reinterpreted as city policy what he said to the vehicle owner [even though it may have been some other organization's policy, not the city's.]

We don't require people [claimants] to go to a particular place [repair shop].

But from a risk management policy [perspective,] we look and see whether or not it is city negligence that caused the harm as the first step.

CS: *Does the city have any deals/contracts with particular body shops in Portland to take damaged vehicles to those specific shops?*

Wood: No. We have experienced claims adjusters [in the Risk Management Department]. So if we get a repair estimate that's kind of off-the-wall, we may ask [the owner to get] another estimate [from another shop], or we'll negotiate [the amount of the estimate]. We operate like an insurance company in that regard.

So if somebody says his 1998 Volkswagen is totaled and 'you owe me \$30,000.' We'd say, well, maybe not. Let's talk about that. Most repair shops are certainly honest about that. But our adjusters do adjust [the amount the city will pay].

We don't require people [claimants] to go to a particular place [repair shop].

CS: *Based on what you said, the answer to the next question seems fairly obvious. But . . . Will the City of Portland pay a negligence claim regardless of which auto collision repair facility does the repairs, as long as the price is reasonable?*

Wood: Pretty much. Yeah.

--Anne Koppel Conway



Kate Wood, Director of Risk Management, City of Portland.
(Photo from City Matters, Publication of Office of Management and Finance, City of Portland)



AAA's towing policies

The Collision Standard contacted AAA regarding their towing contracts and policies.

Christie Hyde public relations manager, expertise: automotive and traffic safety programs, AAA national located in Heathrow, Florida, said that they "only work with national media because the questions" Collision Standard is "asking are very specific to the state of Oregon. You would need to work with your local AAA club there in Oregon. We can't speak on their behalf, because a lot of policies regarding tow truck driver providers and contractors are done at the local level. We don't have anything to do with [the policies and contracts] at the national level."

On Hyde's recommendation we contacted Marie Dodds, Director of Government and public affairs for AAA Oregon / Idaho.

Dodds: We've looked at your [Collision Standard's] website. There is already some negative information up there about AAA when we have never even talked to you. So you can imagine I am a little hesitant to talk with you. You don't appear to be a bona fide media outlet but rather a pre-biased website.

Editor's note: In the June issue of the CS we printed accusations sent to us by a body shop owner who reported that a Triple A tow truck driver instructed a potential shop customer that if he didn't take his vehicle to a shop that is a part of a major auto collision repair chain, the City of Portland – who was at fault in this particular accident – wouldn't pay for the repairs. CS was very clear that what was printed was an accusation passed on by a shop owner, not a verified fact.

AHSS Continued from Page 1

automotive industry, environmental activists and members of state governments, recently released new fuel economy standards for passenger cars and light trucks.

Under the new rules, by 2016 passenger vehicles will have to meet an average 39 mpg, while light trucks will be required to get 30 mpg –saving 1.8 billion barrels of oil and raising the average fuel efficiency of a new car by 30 percent.

A vehicle’s fuel consumption and safety standards are rated with a 5-Star crash rating



BOR-ON auto body analyzer.
Photo courtesy of JNE—Safe Repair Equipment

system, Leddy said. “Everybody wants the coveted 5-Star Crash rating” – like a 5-Star hotel rating.

Deer in the headlights

“If spot welders don’t know what kind of steel they are dealing with, they are like deer in the headlights,” he said. The first thing you have to do is identify the type of steel used.

“The fastest way to detect AHSS within a vehicle is to use a metal strength tester,” such as the BOR-ON steel analyzer produced by the Swedish company JNE - Safe Repair Equipment, which Leddy represents. The analyzer operates through a clamp that is fastened onto a vehicle’s flange. A click of the tester provides a digital measurement of the metal’s strength.

Some estimating programs and OEM (Original Equipment Manufacturer) websites also provide some information regarding steel type and location. “But the OEM sites do not always tell you where the high strength steels are located, because sometimes manufacturers want to keep their trade secrets . . . secret.”

Many OEMs recommend not using salvaged structural parts

“Since there is a higher margin of error with AHSS, many OEMs have recently recommended that salvaged structural parts not be used in repairs.”

There are several concerns regarding the use of salvaged parts.

- The part could be damaged.
- The removal of factory spot welds of the salvaged part would create a second weld cycle on the new vehicle, thus compromising the integrity of the AHSS.

“One of the biggest concerns in repairing AHSS is the use of heat. In the past, heat could be applied to mild and other forms of traditional high-strength steel to straighten vehicle frames and structures. These steels

“If spot welders don’t know what kind of steel they are dealing with, they are like deer in the headlights.”

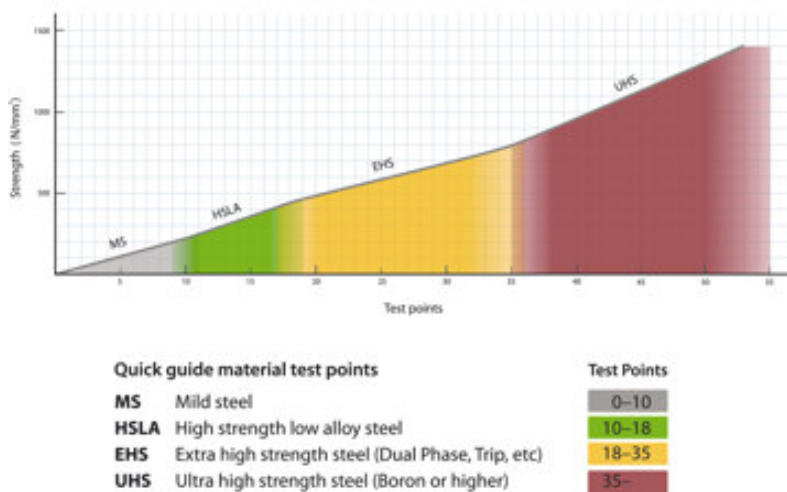
allowed more repair flexibility, since the repairer could use heat to stress-relieve the steel. Sectioning and splicing were also procedures that were very common and carried out on a daily basis.

Same techniques don’t work with AHSS

When heat is applied to AHSS, the material becomes weaker. This is why many collision centers are upgrading their equipment to tackle the latest advancements in AHSS.

Also, if you try to bend AHSS, it is likely to snap (shear).

“If you don’t follow OEM repair procedures,



Graph showing the different strengths of alloyed steels.
Courtesy of JNE—Safe Repair Equipment

you are opening yourself up for product liability,” he said.

Spot welding

Leddy recommends using spot welds as much as possible, because with spot welds there will be less heat to affect a zone. “OEMs often recommend that portable squeeze type resistant spot welders (STRSW)

be used on accessible AHSS in a vehicle. The benefit of STRSW is that they can create factory-type welds. It is very important that the collision repair center has welding equipment that can produce a correct weld. Most OEMs only recommend Mig Welding in areas that STRSW cannot access,” he said.

A lot of vehicles are being repaired improperly

Given the current economics of the country, “along with insurance companies crunching down on shops, there are a lot of vehicles being repaired improperly right now,” Leddy said.

Although he did not have any figures for the US, Leddy cited an EDKRA estimate that “in Germany there are currently about 600,000 improperly repaired and potentially dangerous vehicles on German roads.”

The reason: Advanced high strength steel may be in all of today’s vehicles. . . “But when I go to collision repair shops, most of them are unaware of [the new steels], because [many techs] look at a car and see a black car or a blue one and don’t see the indications of where the high strength steel is located.”

Shop dropped as DRP by insurer

“Recently, I met with an owner of a large collision repair facility who has a great reputation for quality repairs. On a particular repair job, he said he needed to replace (not repair) a frame rail that was AHSS. However, the insurance claims manager told him that if he tried to replace the rail rather than repair it, he would be removed from the DRP program.”

In spite of the threat, “the shop owner continued to follow safe repair guidelines for the customer.” As a result of con-

I would assume the reason the shop was dropped from the DRP program is that the insurance claims manager lacked the appropriate education to understand what the proper repair needed to be.

Continued on page 7. See AHSS.



Drawing showing different kinds of metals in the Volvo’s frame.

AAA towing policy

Continued from page 5

CS: *We want to be fair and even handed with everyone.*

Dodds: You haven't been fair up to this point. Some of your information is totally inaccurate.

CS: *We are just passing on information that people have relayed to us.*

Dodds: I don't know how we are going to be quoted.

CS: *We just want to know what is true.*

Dodds: If you can show that you are willing to be fair. If you have specific questions. . .

CS: *I do. Does AAA have contracts with tow companies?*

Dodds: Yes, if the tow truck is a Triple A driver, then of course there is a contract.

CS: *Yes, absolutely. But given that contract, is the tow truck driver required to take the damaged vehicle to a specific shop?*

Dodds: No, absolutely not! That's not true in the least.

CS: *So the tow driver can take the vehicle to any repair shop he or the owner chooses?*

Dodds: Yes, as long as it's within the guidelines of the AAA membership. Certain memberships have 100 miles of towing limitations. Others have 25 miles of towing. So if you have the basic membership and you are stranded on the coast and you want to go to a dealer that is 200 miles away – that we can't do. But if it falls within the membership guidelines you can have your vehicle towed to wherever you want it to be towed. Let's leave it at that.

CS: *Thank you.*

--Anne Koppel Conway



News in brief around the country

- At the national Small Business Environmental Assistance Program (SBEAP) conference held in Louisville, Kentucky, June 3, Jerry Richardson, owner of Advanced Collision Repair, Seaside, OR, was awarded the SBEAP's Small Business Environmental Stewardship Award for his shop's "exemplary performance in pollution prevention leadership." The shop recently converted to waterborne basecoats.



Congratulations, Jerry!

- The California State Senate has unanimously approved Assembly Bill 1179 which, if approved by Governor Schwarzenegger, would add the right of a claimant to obtain an estimate of repairs independent of the insurer to the state's "Consumer Bill of Rights." This legislation was requested by the Collision Repair Association of California (CRA).

"The CRA was able to demonstrate to lawmakers how some insurers try to convince the claimant to accept an insurer's damage assessment as a settlement without obtaining a more accurate estimate of repairs from an automotive repair dealer," said Allen Wood, CRA executive director. "We are pleased that the State Legislature gave this measure its overwhelming support."

AHSS Continued from page 6

"High strength steel needs to be replaced not repaired," Leddy said.

tinuing to do the right thing, he received notice that he was dropped as a DRP by the insurer.

"I would assume that the reason for being dropped from the DRP program is that the insurance claims manager lacked" the appropriate education to understand what the proper repair needed to be. "It is important that insurers train their managers and estimators on the proper techniques for repair" so that vehicles can safely return to the road.

Identifying AHSS in the repair process

If the AHSS is not handled properly the structural integrity of these damaged vehicles may be at risk.

A vehicle's safety cage is basically like a racecar's roll-cage built around the occupants to protect them.

"When a vehicle is in a collision . . . at the moment of impact, everything in the vehicle including the airbags is geared to deploy within milliseconds. So if this vehicle with AHSS had been repaired improperly, then chances are those airbags will never deploy properly in the next accident. That's real scary."

AHSS can be a touchy subject

Another consequence of using AHSS for our industry is that it is going to result in more cars being declared totaled [by insurance companies]. Primarily, the lower end cars. "You take an '08 Toyota Scion X, a \$20,000 car, like the one I drive; and, after an accident, it needs two new frame rails

(Continued on page 9) See AHAA

Diamond Standard claims their AMPs are equivalent to OEMs

A case of a fox watching the henhouse?

by Anne Koppel Conway

Memphis, Tennessee—In today’s collision repair industry aftermarket parts (AMPs) is a nuanced, complicated and definitely hot topic. The big question: Are AMPs equivalent to original equipment manufacturer (OEM) parts? And who says?

Some replacement parts have been found to be inferior to OEM parts in composition, performance and safety – some of that testing has been done under the auspices of Diamond Standard, an AMPs manufacturing group in Memphis.

Geoff Crane, the company’s business development manager, said that Diamond not only manufactures AMPs but has spent about \$2 million over the past 5-6 years doing part crashworthiness and validation testing to prove that their parts actually perform in an equivalent manner to OEMs. The parts are subjected to material analysis. So, he believes, they are “assured of a material match on the front end of everything.”

Is the fox on duty?

Is this another situation of the ol’ fox dutifully keeping a hungry eye on the henhouse? Not according to Crane. He said the company uses an independent laboratory that is verifying the information.

But because some people in the industry “may be gunning” for the Memphis parts provider, he is reluctant to reveal the name of the testing facility. He finds it necessary to be “guarded” in what he says and “apologizes” for that.

“While we have been applauded by insurers for our position that critical safety parts are important to the proper functioning of a

collision management system, such as the bumper system, and while we have demonstrated our commitment to equivalent quality in all respects, there are those in the industry who would disagree with our position – that lack of equivalency in quality and functional

performance in replacement safety parts is an issue.” Crane said that Diamond Standard “would respectfully disagree”

“In the low-end bumper systems, the energy absorber materials that are coming across the pond are made up of materials that do not match those of the OEMs,” Crane said.

with the dissenters.

Insurers

As a manufacturer, Diamond works directly with 15 insurance companies. “We know them all. We have quite a few insurers that support Diamond Standard parts within their certified parts programs.”

Some people, he said, are concerned that we are raising awareness [about AMPs], and that increased government regulations may not be good. But we think that as long as you produce parts that match themselves to the original parts, you shouldn’t have a care in the world.”

But do Diamond Standard’s parts match the original?

“Our tests are conducted according to Federal Standards of Crashworthiness, employing Insurance Institute for Highway Safety (IIHS) protocols vs. the OEM part standards,” he said.

But not NHTSA protocol?

Diamond’s test results “have been reviewed

by certain people in the industry,” said Crane, who did not divulge who the people were. “They believe we are on the right track.”

Achieving equivalency is important, Crane emphasized. “We are showing in our testing that there are milliseconds involved in the sharp deceleration [at the time of a crash], whereby a sensor can be delayed [if the right part is not installed on the vehicle]. It is troublesome for us.”

It’s troublesome for everyone.

“We are big boys, but a lot of people are taking shots at us saying that what we have [achieved] is neither worthy nor important enough. We are just puzzled by [this attitude]. It is a matter of conscience. I want to believe that our parts are every bit equal to OEMs.”

Loophole

Missing in all state regulations is the requirement for AMPs manufacturers to match OEM material or its material properties, leaving the door open to material substitution, which could result in substandard performing parts.

“We are of the belief that even though there may not be a regulation [regarding equivalency] in aftermarket parts, per se,” Diamond Standard’s position is, “Hey, you’ve got to match OE. Period.”

But do the AMPs manufacturer’s parts match the original equipment?

Oregon regulations

“You folk [in Oregon] have some pretty strict regulations out

there on equivalency,” he said.

That’s true. Oregon requires certification by an independent test facility to show that AMPs are equivalent to OEMs.

Continued on page 9. See Equivalency

NHTSA Biofidelity Impact Tests

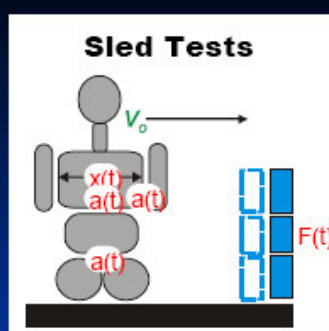
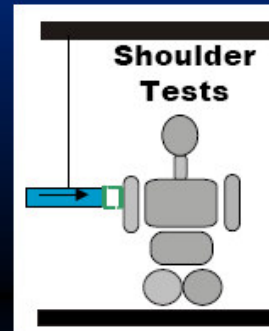
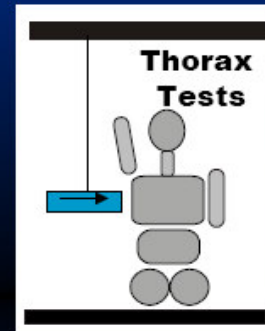
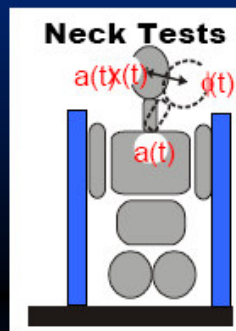
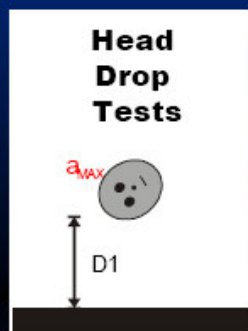
Biofidelity tests are conducted on both dummies and human surrogates in a variety of test conditions.

Tests include:

- **Whole-body Sled Tests** to quantify the performance of the torso and pelvis as a system.
- **Pendulum tests** to the thorax and shoulder.
- **Neck tests** to ensure the head is correctly positioned for a head strike.
- **Head Drop tests** to quantify the response of the head exposed to blunt impact.

Best not to be the human surrogate - especially in the ‘Head Drop Test.’

NHTSA Biofidelity Impact Tests



Equivalency Continued from page 8

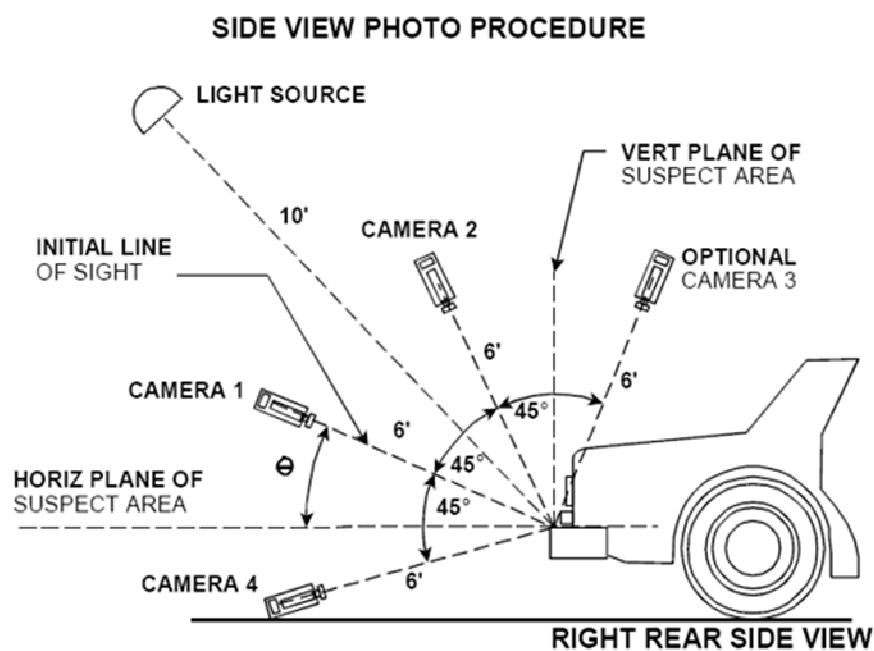
Also, according to Oregon law, an aftermarket crash part is at least equivalent to the part being replaced, if the aftermarket crash part is the same kind of part and is at least the same quality with respect to fit, finish, function and corrosion resistance. (See Oregon laws, bottom of page 11.)

Crane asserts that Diamond Standard meets Oregon's regulations.

But questions arise

How independent is the test facility Diamond uses? Who funds it? For bumper testing, for instance, does Diamond's lab use the National Highway Traffic Safety Administration's (NHTSA's) crash worthiness test criteria? Such as, for NHTSA's Bumper Standard Test the test gets quite specific, for example:

- During the perpendicular impact tests, the outboard edge of the test device is to be inboard of a line parallel to the vehicle longitudinal centerline and a parallel line passing through the corner impact contact point.
- Pendulum Test Device shall be constructed in such a way as to maintain Plane A vertical within $\pm 0.25^\circ$ and the impact line horizontal within $\pm 0.25^\circ$ from release until the



A photo procedure is part of NHTSA's Bumper Standard Test.

onset of rebound.

- For a test to be in compliance there are even photographic procedures that must be met. (See drawing above.)

Missing in all state regulations is the requirement for AMPs manufacturers to match OEM material or its material properties, leaving the door open to material substitution, which could result in substandard performing parts.

For complete test criteria, see:

[www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle Safety/Test Procedures/Associated Files/TP-581-01.pdf](http://www.nhtsa.dot.gov/staticfiles/DOT/NHTSA/Vehicle%20Safety/Test%20Procedures/Associated%20Files/TP-581-01.pdf)

For the State of Oregon: Has Diamond's AMPs undergone the 500-hour salt corrosion testing, the metallurgical test for galvanization and fit and finish testing?

AMPs distributors

A representative of an insurance company told Crane, he recalled, that the rep had come from a meeting where a LKQ executive informed the insurers in attendance about "a value line, a low-end cost line of parts that are not 'insurer grade.'" Crane told the Collision Standard, "You can read into that what you will."

But is 'insurer grade' equal to OEM quality?

LKQ has adopted a policy, Crane said, that where Diamond has parts coverage for make/model/year, the parts distributor will only single source Diamond Standard parts. That's an assurance on [the distributor's] part that they stand behind what we represent," he said.

That's great, but it still doesn't address the question of equivalency to OEMs.

Testing competitors' AMPs

Along with their testing of their own products, their "independent" laboratory, Crane said, "has been testing the parts of off-shore competitors" (such as some parts coming from Taiwan). "These parts are of a different material and performance from both OEM parts and Diamond parts," he said.

"In the low-end bumper systems, the energy absorber materials that are

Continued on page 11. See Equivalency

AHSS Continued from page 7

to repair it properly." The cost of replacing the frame rails would exceed the value of the vehicle, so the car would be totaled.

"A lot of shop techs will take this metal [AHSS] and hammer on it to straighten it." Big mistake.

The sections with AHSS have to be repaired properly; otherwise "people's lives are in jeopardy."

The key is that "high strength steel needs to be replaced not repaired. You can't hammer out crumpled AHSS that has been in an accident. We're talking about replacing the metal at the joint – you know, like bone to bone," Leddy said.

"The industry will continue to see more AHSS in newer vehicles in conjunction with new adhesives and different types of foams. With continued education, we can have safe vehicles, safe occupants, and a unity between insurance companies and the repair facilities."

"The industry will continue to see more AHSS in newer vehicles in conjunction with new adhesives and different types of foams."

supremacy in supplying strong, lightweight metals for the auto industry. "Both are claiming that with the use of their particular metals there will be less of a carbon footprint," Leddy said. (*But that's another story.*)

On the cutting edge of how cars are repaired, John Leddy has been on a quest to educate insurance companies, consumers and body shops on what's in cars today and what the people involved with them should know.

Leddy has been in the collision repair industry for about 34 years. He began as a floor sweeper in a collision repair shop. Last year he traveled to Sweden to learn about metal testers.

The website for LDC Consultants is: www.ldc-consultants.com/services.html. Leddy can also be reached at (253) 261-7683.

Steel is just one part of the saga

The steel and the aluminum industries have been battling for



National News

Repairers Testify Against AMPs and Airbag Fraud Model Laws

PHILADELPHIA, PA—Air bag fraud, insurer steering and aftermarket parts were some of the topics open for debate at the summer meeting of the National Conference of Insurance Legislators (NCOIL) held in Philadelphia over the July 11th weekend.

Two pieces of model legislation drew fire from repairers during a special meeting of the Property-Casualty Insurance Committee.

The Proposed Model Act Regarding Auto Airbag Fraud would set felony penalties for airbag crimes and would require shops to show airbag bills of sale or invoices to prove that they had purchased suitable replacement airbags.

The draft bill supported the purchase and installation of salvage airbags - a repair option that drew opposition from the Automotive Service Association (ASA) and the Society of Collision Repair Specialists (SCRS).

The draft bill supported the purchase and installation of salvage airbags - a repair option that drew opposition from the Automotive Service Association (ASA) and the Society of Collision Repair Specialists (SCRS).

Aaron Schulenburg, executive director of the SCRS, appeared before the committee and submitted testimony opposing the endorsement of salvage airbags in the legislation. "The use of salvaged airbags is still rigorously debated within the industry due to safety and liability concerns and to date there is no conclusive proof that salvaged airbags are consistently as safe as new OEM replacements."

Harry Moppert, owner of Moppert Brothers Collision Services Group in Morton, Pennsylvania, submitted similar comments on behalf of ASA. Moppert said, "Although the proposed model legislation before your Committee includes elements that make some significant improvements to current law, it fails to address a critical issue; salvage airbags should not be used in vehicle repair. The airbag cover and installation stipulations, recordkeeping, police accident reports, and penalties are certainly helpful to the process but at the end of the day, salvage airbags put vehicle occupants at more risk than necessary."

Also up for consideration was a model bill that NCOIL says is meant to challenge insurer crash part mandates and target steering. The proposed Model Act Regarding Motor Vehicle Crash Parts and Repair contains sections on insurer specification of crash parts and a generic prohibition of insurer steering. **The measure would create the legal presumption that parts certified by the Certified Automotive Parts Association (CAPA) are of like kind and quality to OEM parts.**

Moppert testified that, "Aftermarket crash parts, certified or not, do not assure consumers or repairers that they are equal to OEM. The quality and safety requirements, particularly for offshore parts, may or may not be evident for certified aftermarket parts. Parts certification in the U.S. has been very limited in scope. With 3% or less of the aftermarket parts being certified, there is little assurance from any data on quality and safety that can be gleaned for policy discussions."

On the subject of steering, the model law contains language based on current New York State law that forbids insurers from recommending or suggesting that repairs be made in a particular place or shop, unless expressly requested by the insured. However a pattern of violations would need to be established before a penalty could be assessed.

In its opposition to this bill, SCRS testified that the "pattern of practice" requirement does not provide an acceptable deterrent. "If the law identifies the practice as illegal, it should be illegal on every account..."

Other sections of the bill would allow for insurers to charge a higher deductible to consumers who wish to have OEM parts used to repair their vehicle, or for states to require insurers to allow a consumer to pay the difference between OEM and aftermarket if the consumer insists on using OEM parts.

The committee did not vote to approve either bill following the testimony. It was agreed that both bills would be taken up again during the November meeting of NCOIL in New Orleans.

Summary of model Auto Airbag Fraud act

The Act establishes criminal penalties for fraudulent installation or reinstallation of an airbag, with more severe penalties for persons whose airbag fraud results in serious injury or death; requires that auto repair facilities maintain detailed records of airbags they purchase, sell, or install; mandates that a repair facility submit an affidavit to a vehicle owner saying that an airbag was installed and calibrated properly; establishes that police accident reports must note whether an airbag deployed; and provides that a person trading or selling a motor vehicle must disclose whether an airbag is inoperable.

Summary of model Motor Vehicle Crash Parts and Repair act

This Act applies to personal lines of motor vehicle insurance policies and protects consumers filing auto body damage claims with their insurers. The model requires disclosure and consent prior to crash part repair or replacement; establishes conditions whereby insurers may require use of aftermarket crash parts, including provisions regarding new vehicles and those under original car-company warranty; mandates permanent, transparent identification of crash parts; provides for consumer choice in selection of an auto repair facility, and promotes accountability, among other things.

Article from July 13, 2009, issue of Collision Week.

Be part of the solution

If you as an owner feel you are being short-changed by the insurance commissioner or by an insurance company, contact us.

Gunder's Continued from page 2

The mediation hearing for Gunder's Auto Center v. State Farm Insurance is scheduled for November 12. "We are in the middle of discovery and have supplied State Farm with the last nine years of records, including: vendor invoices and estimates, profit and loss statements and tax returns," Gunder said. "We accomplished this overwhelming request within four weeks."

Turnabout is fair play. "Now it's our turn to request everything from State Farm for the last nine years. We're excited about exposing their so-called surveys and all recorded statements to our customers."

Check out the June issue of the Collision Standard to see why the suit was filed.

Arbitration Continued from page 3

charge added “no substantive additional claims concerning the work done by the shop.”

But since the claimant added to his mix of charges the Unlawful Trade Practices Act, which enables the prevailing party (the winner) to recover attorney’s fees, see ORS 646.638 (3), the judge was able to award full attorney’s fees to the body shop.

Collateral damage

Believing that the shop suffered collateral damage as a result of this prolonged lawsuit with its ricocheting accusations, the judge said, “I find that the claimant has engaged in a continued course of unfairly charging the shop with fraud and shabby work.”

The claimant pursued these charges not only in this arbitration, but also with the Department of Justice.

“A claim of fraud involves charges of dishonesty and deceit and would naturally cause harm to the recipient’s reputation in his business and in the community generally,” said the Judge.

“It is unfortunate that this may have occurred in [the body shop’s] case.”



Equivalency Continued from page 9

coming across the pond are made up of materials that do not match those of the OEMs,” he said.

As an example, Crane said, the material that Diamond’s competitors are using for energy absorbers in bumpers is polystyrene. “Think Styrofoam coolers, then you will have an idea of its structural integrity.

The material for our absorbers is a high-density polyethylene foam, which is subject to rigorous manufacturing process and compressed to form a very sturdy, heavy energy absorber – designed to absorb energy in a collision event. This material,” he said, “comes from a company in Japan where OEMs source their polyethylene.”

Diamond, Crane said, is “a critical supplier” that takes an OEM part and identifies the materials and their properties, such as thickness, shape and form. “We create our own tools and dyes.”

OEMs

In March, Toyota took the position, Crane said, that the absorber in their bumper should only be replaced with Toyota’s OEM part. Crane said that Diamond Standard “would say: OEM *or* Diamond Standard parts.”

But, to date, Toyota hasn’t added the ‘or’ yet. Neither has any

other OEM.

No one can disagree with . . .

Crane believes there is “an implied warranty out there. When you go get your car repaired after an accident, you presume it is going to be restored to its functional position pre-damaged. That’s what everyone wants. That’s what I would expect.”

A customer might be told, he said, “Jack, here’s a part at half the price, you can save some money.” But what the customer may not be told is “that part may not perform in an accident. That’s the breakdown in communication. You get into disclosure laws.”

It may sounds promising, but there are still a lot of unanswered questions. Collision Standard was unable to get independent confirmation about the equivalency of Diamond Standard parts to OEMs, as well as verifying that the testing lab used is truly independent. Also, is Diamond’s test facility following crash test protocol outlined by the NHTSA and does it meet the State of Oregon’s equivalency criteria?

For the Collision Standard the verdict whether Diamond Standard’s AMPs are equivalent to OEMs is still out.



Oregon laws



If you are aware of any of the following Oregon laws being abused, please let us know.

Phone: 503.572.1677

E-mail: info@oregoniansforsafeautorepair.com

ORS 746.287 Insurer requirement of installation of aftermarket crash part in vehicle.

- (1) Without the consent of the owner of the vehicle, an insurer may not require, directly or indirectly, that a motor vehicle body and frame repair shop supply or install any aftermarket crash part unless the part has been certified by an independent test facility to be at least equivalent to the part being replaced.
- (2) For purposes of this section, an aftermarket crash part is at least equivalent to the part being replaced if the aftermarket crash part is the same kind of part and is at least the same quality with respect to fit, finish, function and corrosion resistance. [1987 c.622 §3]

ORS 746.280 Designation of particular motor vehicle repair shop by insurer prohibited, notice; limitation of costs.

The short version: Oregon law prohibits insurers from requiring consumers to get repairs to their vehicles at a particular designated shop. The insureds have the right to select the motor vehicle shop of their choice, and the insurance adjuster is required to inform them of this right. If the insured elects to take the damaged vehicle to a shop of their choice, the insurer cannot limit the cost of repairs necessary to return the vehicle to its pre-loss condition, other than stated in policy or as allowed by law.

If the insured accepts the insurer’s recommendation, the insurer is required to provide a written statement in three days, such as: We have recommended a motor vehicle repair shop. If you agree to use this shop, your vehicle will receive repairs returning it to a pre-loss condition relative to safety, function and appearance at no additional cost to you other than as stated in the insurance policy, or as otherwise allowed by law.

ORS 746.285 Sign in repair shop should read: PURSUANT TO OREGON INSURANCE LAW, AN INSURANCE COMPANY MAY NOT REQUIRE THAT REPAIRS BE MADE TO A MOTOR VEHICLE BY A PARTICULAR PERSON OR REPAIR SHOP.

ORS 746.289 Insurer offer of crash part warranty.

Any insurer offering a motor vehicle insurance policy that provides coverage for vehicle repair shall make available to its insured a crash part warranty for replacement parts not made by the original equipment manufacturer (aftermarket parts) as described in ORS 746.292, when requested by the insured.

ORS 746.290 Notice of prohibition in policies and by adjusters.

- (1) An adjuster, establishing loss under a motor vehicle policy shall advise the insured of the provisions of ORS 746.280. (See above)
- (2) Every motor vehicle liability insurance policy issued in Oregon after December 31, 1977, and any extension or renewal after that date of a policy issued before that date, shall be accompanied by a statement in clear and conspicuous language regarding:
 - (a) The rights and responsibilities of the insured when a claim is submitted
 - (b) The provisions of ORS 746.280. [1977 c.784 §4] (See above)

IIHS: Tiny Cars have Giant Collision Repair Bills

ARLINGTON, VA—The Insurance Institute for Highway Safety (IIHS) said that none of the bumpers on seven mini- and microcars the Institute recently tested earned the top rating of ‘good,’ and just one, the Smart ForTwo, rated ‘acceptable.’ Five out of the seven earned ‘poor’ ratings; and one, a ‘marginal’ rating. The ratings: **G** Good **A** Acceptable **M** Marginal **P** Poor

These are the first bumper test results released under a new Institute ratings protocol that's based on repair costs averaged and weighted to reflect real-world damage patterns.

The worst performer is the Kia Rio with \$9,380 total damage in the four tests, two full-width and two corner impacts, to earn a ‘poor’ rating. The Rio's repair bill is worse than those of most other small and midsize cars and minivans the Institute has tested. The Rio racked up about \$3,700 damage, or 30 percent of its purchase price, in the full-front test alone.

The Toyota Yaris, Honda Fit, Hyundai Accent, and Mini Cooper also earn ‘poor’ ratings for bumper performance.

The Smart ForTwo is best overall, with \$3,281 total damage in 4 tests. Costs are relatively low for this microcar because its pre-painted plastic body panels are dent-resistant, inexpensive, and easy to replace. The Chevrolet Aveo, a mini-car, is next best, with \$4,490 total damage.

Bumpers can be designed so there's no damage in these low-speed impacts. At a minimum, repairs should cost less than the typical insurance deductible for a collision, which is \$500," said Institute Senior Vice President Joe Nolan. "This is why we set the benchmark for a good rating at less than \$500. Damage at this level may be only cosmetic, so consumers may choose not to bother with repairs. Likewise, \$1,000 is about the cost of a new bumper cover, reinforcement bar, and paint, while \$1,500 includes replacing vehicle parts like grilles and headlights. When you reach \$1,000 the bumper isn't doing its job, and anything \$1,500 or higher is egregious."

Pricey styling decisions: For example, Nolan points out that the Mini Cooper is the only car the Institute has tested with a hood that buckled in the front corner test. This is a pricey styling design on the manufacturer's part. The mini-car's hood wraps around the front of the car like a fender, so instead of replacing just a fender, the car needed an \$810 new hood. Repairs totaled \$2,637 in this test.



Toyota Venza and Lexus RX earn Top Safety Pick award

The 2009 Toyota Venza, a midsize SUV, and the 2010 Lexus RX, a midsize luxury SUV, are the Insurance Institute for Highway Safety's newest 2009 Top Safety Pick award winners. To qualify for Top Safety Pick, a vehicle must earn the highest rating of ‘good’ in the Institute's front, side, and rear tests and be equipped with electronic stability control. Criteria to win are tough because the award is intended to drive continued safety improvements such as top crash test ratings and be equipped with electronic stability control, which is standard on both the Venza and RX.

"Recognizing vehicles at the head of the class for safety helps consumers distinguish the best overall choices without having to sort through multiple test results," says Institute president Adrian Lund.

2009 Toyota Venza: good performance in front, side, and rear tests and standard electronic stability control. The dummy's position in relation to the steering wheel and instrument panel after the crash test indicates that the driver's survival space was maintained very well.



Lexus RX: A hybrid-electric version of the RX, known as the RX 400h, was introduced in the 2006 model year. The Lexus RX was redesigned for the 2010 model year. Injury measures: Measures taken from the dummy indicate a low risk of any significant injuries in a crash of this severity.

Telephone scams are a problem for some shops

Both the California Autobody Association (CAA) and the Westchester-Putnam-Rockland Auto Body Association in New York are warning body shops that scams involving TTY/TDD telephone calls to shops are still being made and could pose a problem.

The scammers are using the TTY/TDD telecommunications translation devices designed for callers who cannot use a telephone normally due to speech or hearing limitations.

The caller tells the shop that a vehicle – either in-state or out – has been in a collision. Usually, the shop is told that there is no insurance on the claim, and the caller says they would be paying out-of-pocket. The scammer wants the shop to clear the towing charges against the vehicle and have it moved to the shop being called.

According to CAA, indicators that this might be a scam include odd descriptions of the vehicle's damage, or the caller doesn't give the exact location of the vehicle. In addition, the caller may not give names, may sound like he/she is reading from a script or may ask the shop to do something out of the ordinary.

If you have received similar calls, please let us know. infor@oregoniansforsafeautorepair.com.

