

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF BUSINESS REGULATION  
233 RICHMOND STREET  
PROVIDENCE, RHODE ISLAND 02903**

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<b>In The Matter Of:</b>	)	
	)	
<b>Metropolitan Property &amp; Casualty</b>	)	
<b>Insurance Company</b>	)	<b>DBR No. 06-I-0123</b>
	)	
<b>Respondent.</b>	)	
_____	)	

**CONSENT AGREEMENT**

This Consent Agreement is hereby entered into between the Department of Business Regulation (“Department”) and Metropolitan Property & Casualty Insurance Company (“Respondent”) as follows:

1. R.I.G.L. § 27-29-4(15) provides that an insurer is prohibited from “...interfering with the insured’s or claimant’ free choice of repair facility.”
2. In response to a consumer complaint forwarded by the Department Respondent indicated that Respondents representative informed the claimant that Respondent’s designated repair facility “...would guarantee the work and another shop wouldn’t.”
3. The above reference statement disregards the possibility that an independent auto body shop could offer its own guarantee. The statement could, therefore, be construed as “interfering” with the choice of shop in violation of R.I.G.L. § 27-29-4(15).
4. Rather than determining whether the statement actually violated the statute through an administrative hearing process, Respondent has agreed to instruct its

representatives not to make representations regarding the guarantees of independent auto body shops. This agreement does not prevent Respondent from informing consumers of any guarantees offered by Respondent or any designated repair facility with which Respondent contracts.

WHEREFORE, based on the foregoing, Respondent and the Department have decided to resolve this matter without further administrative proceedings and hereby agree to the following resolution:

1. Respondent will instruct all of its representatives who deal with insureds and claimants that no representations as to the guarantees offered or not offered by independent auto body shops will be made.
2. Respondent's representative are not prohibited from informing consumers of any guarantees offered by Respondent or any designated repair facility with which Respondent contracts. However, insurers must be mindful of the provisions of Insurance Bulletin 2004-2. Once the insurer has knowledge of a customer's selection of repair shop, the insurer may not interfere with the choice.

Counsel for the Department and Respondent hereby consent and agree to the foregoing on behalf of their respective clients the 15<sup>th</sup> day of February, 2007

Department of Business Regulation  
By it's Legal Counsel,

Respondent  
By its attorney,

\_\_\_ original signature on file \_\_\_  
Elizabeth Kelleher Dwyer

\_\_ original signature on file \_\_\_  
Charles M. Nystedt  
Senior Counsel  
Corporate Law Department