

2021 LVAA AMENDMENTS

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1. 18.1 Recovery of Costs for Errors and Repair Deficiencies

Previous language:

(a) Administrative Billing Errors and Errors in Application of Policies & Procedures:

Manitoba Public Insurance may make adjustments to correct administrative or 22 policy/procedure-related errors made by you by setting off the discrepancy against future claims payments made to your shop. Manitoba Public Insurance will provide you with seven days' notice in writing of its intention to automatically recover the discrepancy by debiting future claims payments to you. The seven day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate set-off payment arrangements (to the satisfaction of MPI, acting reasonably) for the discrepancy; otherwise, after the seven-day period, Manitoba Public Insurance will automatically set off the discrepancy amount against future claims payments made to you.

(b) Repair Deficiencies Discovered Through Inspections (In- Progress Repairs)

(i) Manitoba Public Insurance may recover its administrative costs for completing inspections at your shop that uncover deficiencies on inprogress repairs, by charging you an administrative recovery fee of \$1,000.

(ii) If you do not correct the deficiencies within a time period specified by MPI, acting reasonably, Manitoba Public Insurance may arrange for another repair shop to correct the deficiencies in accordance with Section 16.3 above.

(iii) Once the deficiencies have been corrected either by you or by another repair shop, Manitoba Public Insurance will provide you with seven days' notice in writing of its intention to set off \$1,000 and any other costs incurred by MPI that were associated with correcting the deficiencies (e.g. costs paid to other repair shops if necessary, additional towing costs, additional Customer replacement vehicle costs, etc.) against future claims payments made to you. The seven day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate payment arrangements (to the satisfaction of MPI, acting reasonably) for the total recovery amount; otherwise, after the seven day period, Manitoba Public Insurance will automatically set off the total recovery amount against future claims payments made to you.

(c) Repair Deficiencies Discovered

Through a Customer Referral (Post-Repair):

(i) Manitoba Public Insurance may recover its administrative costs associated with correcting repair deficiencies that were discovered through a Customer referral by charging you an administrative recovery fee of \$2,000. For clarity, these are situations

where the Customer has concerns about the repairs you made to the vehicle and refers these concerns to MPI.

- (ii) Manitoba Public Insurance will provide you with seven days' notice in writing to give you an opportunity to contact the Customer to initiate correcting the improper repairs. If you do not correct the improper repairs (e.g. Customer chooses not to return to you or you do not contact the Customer within the seven day period) within a time period specified by MPI, acting reasonably, Manitoba Public Insurance may arrange for another repair shop to correct the deficiencies in accordance with Section 16.3 above.
- (iii) Once the deficiencies have been corrected either by you or by another repair shop, Manitoba Public Insurance will provide you with seven days' notice in writing of its intention to set off the \$2,000 administrative recovery fee and any other costs incurred by MPI that were associated with correcting the deficiencies (e.g. costs paid to other repair shops if necessary, additional towing costs, additional Customer replacement vehicle costs, etc.) against future claims payments made to you. The seven day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate payment arrangements (to the satisfaction of MPI, acting reasonably) for the total recovery amount; otherwise, after the seven day period, Manitoba Public Insurance will automatically set off the total recovery amount against future claims payments made to you

New Language:

(a) Administrative Billing Errors and Errors in Application of Policies & Procedures:

Manitoba Public Insurance may make adjustments to correct administrative or 22 policy/procedure-related errors made by you by setting off the discrepancy against future claims payments made to your shop. Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing of its intention to automatically recover the discrepancy by debiting future claims payments to you. The fourteen (14) day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate set-off payment arrangements (to the satisfaction of MPI, acting reasonably) for the discrepancy; otherwise, after the fourteen (14) day period, Manitoba Public Insurance will automatically set off the discrepancy amount against future claims payments made to you.

(b) Repair Deficiencies Discovered Through Inspections (In- Progress Repairs)

- (i) Manitoba Public Insurance may recover its administrative costs for completing inspections at your shop that uncover deficiencies on inprogress repairs, by charging you an administrative recovery fee of \$1,000.
- (ii) If you do not correct the deficiencies within a time period specified by MPI, acting reasonably, Manitoba Public Insurance may arrange for another repair shop to correct the deficiencies in accordance with Section 16.3 above.
- (iii) (Once the deficiencies have been corrected either by you or by another repair shop, Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing of its intention to set off \$1,000 and any other costs incurred by MPI that were associated

with correcting the deficiencies (e.g. costs paid to other repair shops if necessary, additional towing costs, additional Customer replacement vehicle costs, etc.) against future claims payments made to you. The fourteen (14) day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate payment arrangements (to the satisfaction of MPI, acting reasonably) for the total recovery amount; otherwise, after the fourteen (14) day period, Manitoba Public Insurance will automatically set off the total recovery amount against future claims payments made to you.

(c) Repair Deficiencies Discovered Through a Customer Referral (Post-Repair):

- (i) Manitoba Public Insurance may recover its administrative costs associated with correcting repair deficiencies that were discovered through a Customer referral by charging you an administrative recovery fee of \$2,000. For clarity, these are situations where the Customer has concerns about the repairs you made to the vehicle and refers these concerns to MPI.
- (ii) Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing to give you an opportunity to contact the Customer to initiate correcting the improper repairs. If you do not correct the improper repairs (e.g. Customer chooses not to return to you or you do not contact the Customer within the fourteen (14) day period) within a time period specified by MPI, acting reasonably, Manitoba Public Insurance may arrange for another repair shop to correct the deficiencies in accordance with Section 16.3 above.
- (iii) Once the deficiencies have been corrected either by you or by another repair shop, Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing of its intention to set off the \$2,000 administrative recovery fee and any other costs incurred by MPI that were associated with correcting the deficiencies (e.g. costs paid to other repair shops if necessary, additional towing costs, additional Customer replacement vehicle costs, etc.) against future claims payments made to you. The fourteen (14) day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate payment arrangements (to the satisfaction of MPI, acting reasonably) for the total recovery amount; otherwise, after the fourteen (14) day period, Manitoba Public Insurance will automatically set off the total recovery amount against future claims payments made to you.

2. 20.2 Termination for any reason with notice

Previous Language:

Either party may terminate this Agreement for any reason with ninety (90) days' prior written notice to the other party. Without limiting the generality of the foregoing, a party may terminate this Agreement pursuant to this section if it does not wish to continue doing direct business with the other party because it believes the relationship between both parties has

deteriorated, and/or any continued relationship with the other party would be detrimental to the business, reputation or mandate of the terminating party.

For clarity, however, it is emphasized that under this section either party may terminate the Agreement for any reason whatsoever.

New language:

Either party may terminate this Agreement for any reason with ninety (90) days' prior written notice to the other party. Without limiting the generality of the foregoing, a party may terminate this Agreement pursuant to this section if it does not wish to continue doing direct business with the other party because it believes the relationship between both parties has deteriorated, and/or any continued relationship with the other party would be detrimental to the business, reputation or mandate of the terminating party.

For clarity, however, it is emphasized that under this section either party may terminate the Agreement for any reason.