

Approved _____ March 1, 1988
Date

MINUTES OF THE _____ HOUSE COMMITTEE ON _____ INSURANCE

The meeting was called to order by _____ REPRESENTATIVE DALE SPRAGUE _____ at
Chairperson

_____ 3:30 XX FEBRUARY 25 _____ 88 531-N
a.m./p.m. on _____, 19____ in room _____ of the Capitol.

All members were present except: Representative Harper, excused

Committee staff present:

Chris Courtwright, Research Department
Bill Edds, Revisor of Statutes Office
Nancy Wolff, Secretary

Conferees appearing before the committee:

Dick Brock, Kansas Insurance Department
Jim Oliver, Professional Insurance Agents
Bob Lytle, Kansas legal counsel for Hertz
Pat Barnes, Kansas Motor Car Dealers Association
Walter Jacobs, Overland Park
Roy Worthington, Manhattan, Kansas Land Title Assn
John Dozier, Columbian Title
Roger Bell, Security Abstract of Wichita
Ron Smith, Kansas Bar Association
Joe Edwards, Insured Titles in Johnson County

The meeting was called to order by the Chairman.

Hearings were held on House Bill 2933, relating to collision damage waiver insurance on leased or rented vehicles.

Representative Larry Turnquist, sponsor of the bill, testified as a proponent of the legislation. (Exhibit I)

Bill Edds, Revisors Office, briefly discussed possible amendments to the bill to make it a more workable piece of legislation. These will be presented to the committee when the committee works the bill.

Dick Brock, Kansas Insurance Department, testified in support of House Bill 2933.

Jim Oliver, representing the Professional Insurance Agents, testified in favor of House Bill 2933 (Exhibit II).

There were no other conferees appearing in support of House Bill 2933.

The Chairman then called for conferees opposing House Bill 2933.

Bob Lytle, Kansas legal counsel for Hertz, testified in opposition to the bill. (Exhibit III)

Pat Barnes, Kansas Motor Car Dealers Association, gave testimony in opposition to House Bill 2933. (Exhibit IV)

Written testimony from Larry Magill, Executive Vice President of Independent Insurance Agents of Kansas, was presented opposing House Bill 2933. (Exhibit V)

Hearings were then closed on House Bill 2933.

CONTINUATION SHEET

MINUTES OF THE HOUSE COMMITTEE ON INSURANCE,
room 531-N, Statehouse, at 3:30 ~~xxx~~ a.m./p.m. on February 25, 1988

The Chairman then called for hearings on House Bill 2955, which would set forth guidelines for the regulation of Title Insurance in the State of Kansas.

Rex Hoy, sponsor of the bill, presented the committee with an editorial from a Johnson County newspaper relating to the problems in that city with regard to title insurance. (Exhibit VI) He then introduced Walter Jacobs of Overland Park who testified in support of House Bill 2955.

Dick Brock, Kansas Insurance Department, testified that this legislation would provide the Department with some control over the Title Insurance industry in Kansas. He also distributed a Kansas Insurance Department bulletin distributed in September, 1987, relative to "Rebates and Other Inducements in the Sale of Title Insurance". (Exhibit VII)

There were no other proponents of House Bill 2955 so the Chairman called for testimony from the opponents of House Bill 2955.

Roy Worthington, Manhattan, testified on behalf of the Kansas Land Title Association in opposition to House Bill 2955. (Exhibit VIII)

John Dozier, Chief Executive Officer of Columbian Title of Topeka also testified in opposition to the bill. He distributed 1986 Kansas Title Statistics for the State. (Exhibit IX)

Roger Bell, Security Abstract of Wichita, testified in opposition to the bill.

Ron Smith, testifying on behalf of the Kansas Bar Association, stated that they were neither proponents nor opponents. His main concern was as to how this legislation would relate to attorneys who do title work.

Joe Edwards, Insured Titles in Johnson County also appeared in opposition to the legislation.

The meeting was ended at 5:25 p.m.

VISITORS TO HOUSE INSURANCE COMMITTEE

DATE: 2-25-88

NAME

REPRESENTING

| NAME | REPRESENTING |
|----------------------------|------------------------------|
| Dick Buck | Ins Dept |
| Bill Fleming | Self Self |
| GEO BURKET III | Self |
| ROGER BELL | Self |
| JOE JENKINS | SELF |
| Bill Regier | SELF |
| Bob LITTLE | HERTZ |
| Hayden St. John | Self |
| Jim Hepsley | Self |
| STEVE BENIS | KLTA |
| Jay Edwards - Inland Title | Inland Title, Inc. |
| Neal Sutton | KLTA |
| J.K. Smith | SELF |
| Jim Oliver | PIA of Ks |
| William L. Mitchell | KLTA |
| Bill Malone | Self |
| MARSHA LOUER | self |
| PAT BARNES | Ks. MOTOR CAR DEALERS ASSOC. |
| Larry E. Hendricks | Self |
| Ron Smith | Ks Bar Assoc |
| John A. Turner | |

STATE OF KANSAS

LARRY F. TURNQUIST
REPRESENTATIVE, SIXTY-NINTH DISTRICT
SALINE COUNTY
852 S. 10TH
SALINA, KANSAS 67401-4858



TOPEKA

HOUSE OF
REPRESENTATIVES

COMMITTEE ASSIGNMENTS
RANKING MINORITY MEMBER: INSURANCE
MEMBER: ADVISORY COMMITTEE ON CHILDREN
AND YOUTH
JOINT COMMITTEE ON ADMINISTRATIVE
RULES AND REGULATIONS
APPROPRIATIONS

February 25, 1988

I want to thank the committee for allowing me to appear today. I'll keep my remarks brief.

The attached information hopefully will give the committee an idea of the magnitude of the problems surrounding the use of "CDW" provisions. I hope to show you by this information that Kansas needs to have statutory provisions to deal with this matter. CDW's have attracted national attention by the NAIC and by the National Association of Attorney Generals. Many states at this time are in the process of enacting "CDW" laws. I urge the committee to give favorable consideration to HB2933.

I would like to direct the committee's attention to some proposed amendments that I believe will alter the scope of HB2933.

Submitted by,

A handwritten signature in black ink that reads "Larry". The signature is written in a cursive, slightly slanted style.

Larry Turnquist
Representative--69th District

BRIEF POINTS - COLLISION-DAMAGE WAIVER LEGISLATION

1. It makes no difference whether CDW is insurance or not. The state regulates numerous business activities that are not insurance. The issue is whether the business practices are such that they should be regulated.
2. The prices presently charged for CDW are unconscionable. Current prices in the Des Moines area are \$6 - \$10 per day. Comparable insurance would be valued at \$1 per day.
3. Companies engage in "bait" advertising. Low daily rates are advertised to bait consumers in and then consumers are pressured into purchasing the high cost CDW.
4. Consumers are not in a position to effectively comparison shop. They are often away from home and cannot risk being turned down on the rental. Rental companies have changed their rental agreements to increase the liability of consumers in the event of an accident thereby increasing the pressure on consumers to purchase. Consumers are generally unaware of their rights and whether the coverage duplicates coverage they already have.
5. The Attorney General's proposal would:
 - a) let the market place set CDW rates (but require disclosure of CDW rates in price advertising thereby exerting downward market pressure on CDW rates);
 - b) not require any additional state expense or bureaucracy and could actually reduce some potential costs;
 - c) insure that consumers are not misled into believing that they are required to purchase CDW in order to rent a vehicle; and
 - d) insure that consumers are not baited with low advertised prices without getting additional price information on CDW.

STATEMENT OF THOMAS J. MILLER
ATTORNEY GENERAL OF IOWA
CONCERNING
COLLISION DAMAGE WAIVER
FOR RENTAL CARS

Current market forces have failed to correct the unconscionable pricing practices of the car rental industry in the promotion of collision damage waivers. Accordingly, legislation is needed to protect consumers and bring the market forces of fair competition back into balance. The NAIC Collision Damage Waiver Model Act represents a carefully measured response to accomplish that goal.

Prices and profits are normally matters best left to the market place. However, there are factors which mitigate against that policy in this case.

- ① Charges of \$8 or \$9 a day for a collision damage waiver are unconscionable. We estimate that analogous insurance protection would cost as little as 28 cents per day. Thus, the charge represents a substantial hidden profit for the companies resulting from the car rental. This practice is an unfair and deceptive pricing practice and should be controlled.
- ② Consumers are not likely to be able to make informed decisions concerning whether to purchase the collision damage waiver. Consumers may be away from home and may believe that

they have no choice in the matter. Most consumers are not likely to be knowledgeable about the value of a collision damage waiver or whether they, in fact, even need the coverage. In many instances, the coverage duplicates coverage the consumer already has under their own car insurance.

③ The potential for fraud is immense in the unregulated sale of collision damage waivers. Rental prices may be deliberately "low-balled" so that consumers will be enticed through low advertised prices. The collision damage waivers result in built in price increases over advertised rates. Thus, comparison shopping is frustrated. Some consumers may be told the purchase of the collision damage waiver is mandatory. It is an effective but unfair ultimatum when the company says, "Here it is, take it or leave it," and the consumer needs a rental vehicle, is in a strange place, and believes there are no safe alternatives.

It is time to bring this problem under control. The NAIC Collision Model Damage Waiver Act should eliminate the major abuses in the industry's current collision damage waiver practices and for that reason I support its adoption.

Thank you for this opportunity to comment.

Sticking it to car renters for collision 'insurance'

By TONY SCHRADER AND BETH STUCHEL

IT HAS BEEN called the "rip-off of the 1980s," and rightly so. The culprit smells, looks and sounds like insurance to consumers, but rental-car companies that sell it protest that it is not, and the courts have agreed.

Just what is this culprit? It is commonly known as "collision-damage waiver," and it is offered to consumers when renting a car.

The waiver excuses the renter from liability for any damage to the rental car. If it were called insurance, rates would be regulated; but since it is not, it has become the most expensive automobile coverage on the market.

The cost of collision-damage waiver for renting a car in Des Moines is about \$6 to \$10 a day. Contrast this with the cost of collision coverage on your own car, which would be less than \$1 a day. Moreover, many car renters are buying duplicate coverage when they take out collision-damage waiver, because their own auto policy may already cover them.

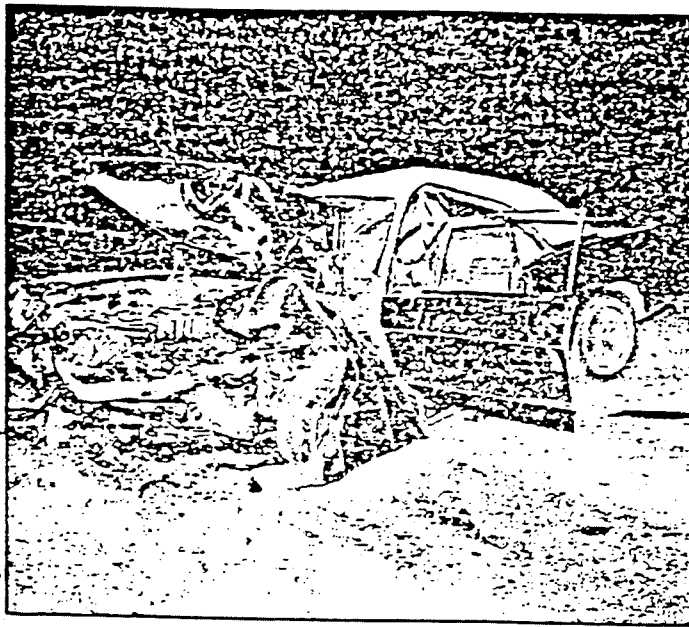
Most rental-car contracts require the customer to be responsible for all or part of any physical damage to the car. It used to be that the exposure of the consumer was in the range of \$1,000 to \$2,000. Now, most companies have increased the "threat level" and have made the customer responsible for the total value of the vehicle.

The companies evidently perceive this as the level at which consumers will be practically forced to buy collision-damage waiver. After all, who wants to risk having to pay for an \$18,000 car that he "totaled"? Compounding the threat level is the fact that most customers don't know whether their own auto policy would cover them for damages to the rental vehicle. So they willingly pay the \$9 per day or whatever to free themselves of that worry.

This leads to a "bait and switch" situation on the price of renting a car. The rental car does not cost the advertised price. It really costs the advertised price plus the price of collision-damage waiver.

For example, Mr. Consumer arrives at the rental-car desk late one evening and expects to pay \$29.95 to rent a car. Alas, Mr. Consumer is told that he will be held responsible for the total value of the car if he doesn't fork over another \$9. It is midnight and Mr. Consumer

Tony Schrader, deputy commissioner of the Iowa Division of Insurance, is a member of the National Association of Insurance Commissioners committee that wrote the collision-damage waiver model act under consideration by the Iowa Legislature. Beth Stuchel is a market-conduct attorney with the insurance division.



Car renters don't want to risk having to pay for 'totaling' an expensive car, so they willingly pay the rental company up to 10 times as much as they have to pay to insure their own car.

has just been taken hostage. Of course, he isn't going to take his business elsewhere at that hour, even though he may have initially comparison-shopped. He is going to pay the \$9 so he can get out of the airport.

Corporations have already figured out the scam. Most companies direct their employees not to take the collision-damage waiver. Either the company is already covered or it is willing to take the risk of one or two accidents rather than pay exorbitant collision-damage waiver fees.

The corporate world has figured out that collision-damage waiver is not a good consumer buy. Perhaps the ordinary consumer is subsidizing corporate renters, because corporations are not succumbing to the threat.

Numerous courts have held that collision-damage waiver is not insurance. Therefore, it is necessary to implement some type of legislation to specifically regulate rental-car companies and collision-damage waiver. In the last session of the Iowa Legislature, a version of the National Association of Insurance Commissioners model act passed the House 89-0. It is currently in Senate committee, and it ought to become law in the coming session.

The legislation provides for regula-

tion of rates and market-conduct regulation. It prohibits conditioning the rental of a car on the purchase of collision-damage waiver, and it also requires disclosure to consumers that their own auto policies may already cover them.

A task force of the insurance commissioners organization also recommended that all auto policies providing collision coverage include, as standard, the same collision coverage for non-owned and rental vehicles. This would help to alleviate the confusion on the part of consumers, as everyone would already be covered.

Meanwhile, it's "buyer beware" when renting a car. Before you get to the rental-car desk, there are a few steps you can take to prevent yourself from being taken hostage.

First, read your own auto policy or contact your agent about what coverage you already have. Second, if you find that you don't have coverage, make an early, well-thought-out decision on whether you want to purchase collision-damage waiver. Third, if you decide that you do want it, make sure to comparison shop early so that when you reserve the car you know what collision-damage waiver is and can budget it into the cost of renting a car.

DAVE BARRY



IT'S A SUNDAY evening we're driving home from where we have taken Robby, and his friend, Erik, special birthday weekend of fun and hurling money around the Official Walt Disney Magic Kingdoms and Theme Parks and Pleasure.

We're taking what the Automobile Association has as the "scenic route" through central Florida, a region that cater primarily to frogs recent years sprouted "adult" (which we used to person) communities with Belle Harbour Vista Manor Estates Centre West II, what we used to call "trails" later we called "mobile homes." I don't know what they're calling them now. Probably some "country townhome village."

We've been driving for eight hours. In the back seat have finished writing our arms with Official Walt Disney souvenir felt-tipped markers now passing the time with childhood imaginations: each other.

Ptooo, goes Robby.
Ptooo, goes Erik.
Ptooo, goes Robby.

This little game of salaciously audible in the front. Beth and I, the Parental Authorities, say nothing. We're doing the same thing: At least taking turns. That is how sunk on this car trip. We find not mind if they were backing a high-powered rear window, as long as they're of course, they wouldn't.

Where did Disney get these nice My guess is I'm in S.W. Nebraska

"No fair!" Robby would get three shots and I on he won't give me back to Erik would say, "But I farmer and I didn't hit a Robby would say, "You hit the policeman!" And us Authority Figures around and snap, "If you the rifle, we're going to and then nobody will be anybody."

We always get irrit when we return to hars couple of days in Walt Disney Some Fun Now You

How Japanese profit from

RECEIVED
NOV 29 1981

For What It's Worth

Those Who Purchase Car-Rental Insurance

S. J. Diamond

May Be Taking Wrong Road

Most customers at a car rental counter, pressed by time and other decisions, think it a straightforward question: "Do you want the insurance?"

"I almost always take the insurance when I rent a car," answers a musician often on the road. "Doesn't it mean that nobody could sue me for running into anything?"

No, it doesn't. It also doesn't provide "extra" collision insurance, or personal liability coverage. Nor does refusing it mean that one would be driving uninsured. But most people—even regular renters—believe one or all of these misconceptions.

In fact, almost no one—the counter agent included—knows exactly what this "insurance" is, whether they really need it, and whether it's a good value. "Ask anyone who takes it," says Claremont, Calif., lawyer William Shernoff, an insurance expert, "and they'll probably say they took it 'so I'm covered when I drive.' If it were properly explained, 90% of them wouldn't buy it."

No One Knows

What they're buying would be less obscure if counter agents announced at the outset what the customer has already bought: Rental cars come with full liability coverage. Any renter who then has an accident and is sued is covered by the rental company's liability insurance.

The first real option offered is the Colli-

sion Damage Waiver—\$5 a day at major companies—which is explained only in one of many tightly-packed paragraphs of fine print on the back of the rental contract. This buys coverage of the first \$500 of collision damage; otherwise, like the deductible on a private auto policy, this is the customer's responsibility.

The second option is Personal Accident Insurance, a special short-term life insurance of the sort that nervous flyers buy at airports. It usually costs \$2 a day for accidental death benefits of \$150,000 for the renter and \$15,000 each for passengers, plus medical expenses up to \$1,500. This is usually explained, once bought, only on the contract's back. Hertz's explanation is found on the folder put around the contract after it's written up.

The Collision Damage Waiver not only fails miserably at being self-explanatory (who waives what damage?); it's not even insurance, say the rental companies, this time in bold-face type. This is very important, because if it were insurance, says Irving Kagan, Hertz vice president and general counsel in New York, "it would be subject to regulatory control."

The waiver, they say, is simply part of a two-party rental agreement whereby the customer is responsible for the company's goods, "obliged to return them in a certain

condition," says Kagan, "and we won't be you liable for more than \$500. We'll wa that right, too, if you make that choice. Insurance is an agreement between one party and another to pay a third party if they suffer a loss."

Neither court judgments nor state insurance departments have yet challenged this distinction, according to the companies. But the National Insurance Consumer Organization, among others, is impatient with

The Times today inaugurates a column that seeks to shed light on aspects of business that often confront the public. The author, a writer S. J. Diamond, joined The Times in 1976. She has written on a variety of business issues, including insurance, retailing, and consumer finance.

this guff about a tripartite arrangement. Obviously," says one of its directors, former South Carolina insurance commissioner Howard Clark, "they pool these funds to take care of the losses; if that isn't insurance, what is it? Besides, they regularly ask you if you want 'the insurance.'"

Whatever it's called, the need for it is easier to determine. Most people do recognize that the life insurance part of the Personal Accident coverage is an impulse ad-

tion to whatever they already carry, bought just for "peace of mind," in the words of John Murphy, Avis vice president of insurance. As for the medical benefits, anyone who has health insurance and medical payments and liability coverage on his own auto policy is already covered.

The issue of collision coverage is more complex. When asked whether all renters need the Collision Damage coverage, even Hertz's manager of news and information, John Britton, suggests that the renter's own auto insurance "will likely cover the difference between what he has (as a collision deductible) and what Hertz has."

In fact, collision coverage is not transferable. "You have to describe the car for collision (coverage)," says Lloyd Anderson, assistant vice president at Farmers Insurance Group. Unlike liability and medical payments, adds an Allstate spokesman, "collision and comprehensive go with the car instead of the person." So car renters are indeed liable for that first \$500 unless they take the coverage.

If the renter is traveling on business, however, his company may cover it. Many have made what one executive calls a "risk-management decision that it's a lousy insurance buy." They prefer to pay an occasional \$500 rather than regularly reimbursing that \$5-a-day fee.

Everyone else must equally weigh the total cost of paying the waiver on all those days they rent the car against the sense of risk. "For that kind of money," says a Los Angeles accountant, "I'll be careful, and I'll take my chances on other drivers. I have a \$500 deductible on my own car. Why do differently here?"

"Because the risk is higher," answers a biologist, when asked why he always buys the coverage. "You're in an unfamiliar place and unfamiliar car, and may be rushed or distracted by what you're doing. I've backed into a tree in New Zealand, broken a light in Hawaii, and had to break into a rental car for the keys in Germany."

Low Credibility

Unfortunately, the question of high probability gets—after many calls and interviews—a rather low credibility answer: No one really knows. There are no figures for accident-claims experience, for premiums (money taken in) or benefits (money paid out). "I would assume they must be somewhere," says Kagan of Hertz, "but I couldn't lay my hands on them."

The major companies don't even know how many people take the options ("I doubt anybody has ever bothered to find out," says Avis's Murphy.), although they agree

it may be up to half. Thus, Hertz alone, with 38-million rental days sold annually, may take in \$95 million on just the Collision Damage Waivers.

Without figures, one can't estimate the value of this insurance to buyer or seller. Clearly it's high-priced, particularly when daily charges are translated into annual rates of \$730 a year for the Personal Accident Insurance and \$1,325 a year for that first \$500 of collision coverage. By comparison, State Farm, the nation's largest auto insurer, would charge less than a third of that for a policy that provides full liability coverage, medical payments of \$5,000, comprehensive coverage with no deductible, and collision with a deductible of \$50, plus a \$150,000 accidental death rider on one's life policy.

Higher Risk

There should be factors that explain why this is more expensive than ordinary insurance. Avis only offers a formula—rental car rates should be three times those of private cars—based on the undocumented idea that the risk is higher.

Oddly, Hertz, which has set the same prices, believes the statistical incidence of accidents is less with rental cars, given, says Kagan, the age, type and occupation of the people who rent cars most regularly. But Hertz provides no more analysis. "Hertz does not base its rates on a cost-benefit analysis," says Kagan, "and therefore doesn't maintain its records or statistics to provide such information in a meaningful form."

No one ever asks, it seems, particularly about the collision coverage. Since it is not defined as insurance, state insurance departments—the most likely overseers—have no interest in or authority over it.

"The big question is does anybody really need this stuff," says an insurance department official. "It's probably grossly over-priced for what you get. But for a few days rental, the price is so low, who cares? It's when you rent the car for much more time that you're really taken for a ride."

CAR RENTAL INSURANCE:

WHO NEEDS IT?

When you're renting a car, what you don't know can cost you. The collision damage waiver (CDW), for example, looks like a safe way to insure against accidental collision damage. For an extra fee, the rental company agrees to foot the bill if you're in an accident, leaving you free to enjoy your vacation or get on with your business trip.

But the daily fee adds up quickly—it will cost you about \$98 on a two-week rental—and if you carry collision coverage on your own car, you probably don't need the protection it provides.

Since rental companies provide insurance for everything but a pre-set limit of collision damage as part of the basic rental agreement, the only amount for which you are at risk in a rental car is the collision deductible. (With most large rental firms, this deductible has been increased recently to \$1500.) If you have collision insurance with the CSAA Inter-Insurance Bureau, State Farm, Allstate or Farmer's, you are not even at risk for that.

With these insurers, and many others, collision policies extend protection to you while you're driving a rental car, so you're no more at risk in a rental than you are in your own car. If you have a \$250 deductible on your own collision coverage, you will only be liable for that amount. Your insurance company will pay for any damage above \$250.

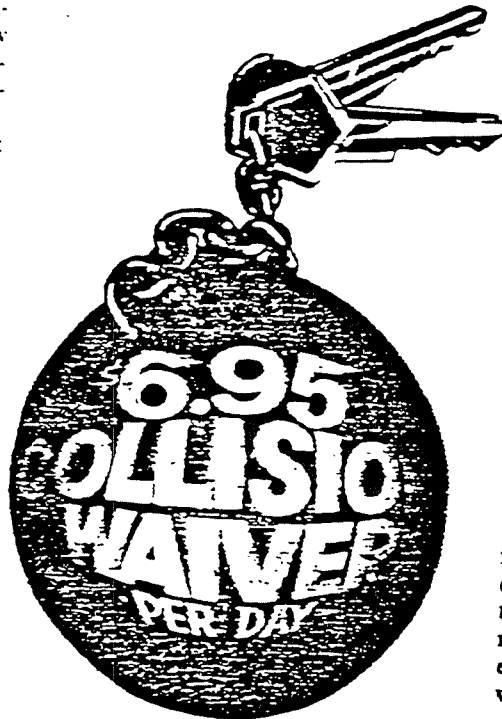
(For leases or long term rentals, you may need to buy a binder from your insurance company to guarantee coverage.)

If you don't carry collision coverage, deciding whether to buy the CDW is more complicated. The waiver offers coverage that you can't buy elsewhere, but it costs more than fifteen times as much as conventional collision insurance and provides less protection.

Hertz, Avis and Budget charge \$6.95 per day for the CDW. Other companies charge as much as \$8. In comparison, collision coverage with the Inter-Insurance Bureau costs an average of thirty-nine cents a day.

Rental companies claim that these rates are necessary to cover the cost of repairing cars and to generate a reasonable profit, but critics contend that the amount CDW sales take in is disproportionate to the amount paid out to repair collision losses.

Despite the price, CDWs sell briskly at rental counters, and an Avis spokeswoman estimates that sixty to seventy-five percent of its customers buy them. With most rental agencies, CDWs are optional, and renters buy them because the agencies have succeeded in presenting a complicated contract as a simple choice: buy the CDW and don't worry or don't



buy it and risk a large loss. Two San Francisco-area law firms feel that this apparent simplicity is misleading.

"On the one hand they're offering insurance," said Bruce Simon of Cotchett and Illston, which, with the highly respected firm of Ropers, Majeski, Kohn, Bentley, Wagner and Kane, has filed a class action suit against Avis, Hertz, National and Budget for misrepresenting the value of the CDW. "On the other, the insurance that is provided doesn't protect you."

Simon points out that if you breach any portion of the rental agreement, the CDW will not protect you—even though you paid for it.

Typical restrictions which breach the contract include driving under the influence of alcohol, on an unpaved road or recklessly; allowing anyone not named in the rental agreement to drive; racing; or towing a vehicle or trailer. Other companies add more restrictions: Dollar Rent-A-Car, for one, says that if you operate the car negligently, you breach the contract and the CDW does not apply.

Thus, if you cause an accident while driving a Dollar car, you have breached the contract. Even if you have purchased the CDW, you must pay for collision damage. (If you were not at fault, the negligent party would be required by law to pay for

the damage, so the Dollar CDW offers very little protection.)

Another problem with some rental firms: if you breach the contract, you're liable for all collision damage, not just a pre-set amount.

These exclusions, and the way CDWs are commonly sold, have triggered actions by two state attorney generals.

In Florida, the assistant attorney general filed an administrative complaint in mid-1984, alleging that Alamo Rent-A-Car pressured its customers into buying unnecessary CDWs. The California Attorney General's office filed an injunction against Dollar late last year, barring it from representing its CDW as insurance. The California action came after Dollar filed scores of lawsuits to recover collision damages from former customers who believed the CDW offered the same protection as insurance.

"The situation is rife with the potential for misrepresentation," said Chris Ames of the Attorney General's Consumer Protection Division. "The contract is hard to read and complicated, and most people end up buying something of questionable value."

Both Ames and Simon contend that rental companies seldom explain exactly where the CDW applies and does not apply, and that renters often assume they are getting full insurance protection.

Spokeswomen for Avis and National confirmed that their agents don't explain the CDW to each customer.

"We'd like to be able to explain it, but it's too time-consuming," said Suzanne Rader of Avis. "It's up to the renter to read it before signing."

It's up to the renter, too, to decide if his own insurance protects him in a rental car. Avis agents will tell you that they "don't have a copy of your insurance contract and are unable to tell you what your policy covers," Rader said.

What this means is that, for now, renters must fight their way through the rental car insurance maze on their own. Relief could come if either the courts or the California Insurance Commissioner determine that CDWs are insurance contracts. If that happens, the Insurance Commissioner would regulate the sale of CDWs to guarantee fair rates and full disclosure of coverage exclusions.

In the meantime, renters should determine if their own insurance will cover them in a rental. If it does, there is little need for the CDW. If it doesn't, you'll have to take a hard look at what the CDW does and doesn't do and decide for yourself whether you want to pay the high price of convenience. ☺

CONSUMER SAFETY PANEL TO SEEK CHILDPROOF CIGARETTE LIGHTERS--Federal safety standards are being developed for cigarette lighters, according to a Consumer Product Safety Commission (CPSC) announcement. Congress and consumer groups have been pressing the CPSC to act on lighter safety for some time. Among other data, the CPSC will collect information about voluntary safety actions now used by lighter manufacturers. Final rules may not be released until 1992. Cigarette lighter-caused fires kill about 200 people each year. Of those, about 140 are children. Lighter companies also are facing increasing product liability litigation. Last year, more than 40 lawsuits alleging injuries due to disposable lighter explosions were filed against Bic Corporation. (The Washington Post, 1/7/88)

BANKS ON THE MOVE IN WEST VIRGINIA--The West Virginia Bankers Association is preparing for a campaign during the upcoming legislative session to allow state banks to sell insurance. The bankers circulated a 20-page information packet to legislators earlier this month in support of proposed legislative changes that would allow banks to engage in the sale of insurance, real estate, and securities. Insurance industry representatives have predicted a tough battle in the legislature to block the banks. (The Executive Letter, 1/4/88)

VIRGINIA STUDY PREDICTS IMPACT OF A HIGHER SPEED LIMIT--Virginia Governor Gerald L. Baliles has released a study done for the state Secretary of Transportation and Public Safety on the possible consequences of raising the speed limit on Virginia's rural interstate highways to 65 mph. The report predicts that 18 more lives would be lost in traffic accidents each year. Also, 1.3 million hours of commercial travel time would be saved. The General Assembly will consider legislation to enact the speed limit change sometime this year. (The Washington Post, 1/5/88)

\$85.2 MILLION FINE LEVIED ON AMOCO FOR 1978 OIL SPILL--A federal district judge in Chicago has ordered the Amoco Corporation to pay \$85.2 million in damages for the spill of the Amoco Cadiz, which occurred in 1978. Amoco said it would appeal the award, the largest ever assessed in an environmental case. However, the damages awarded fell far short of the more than \$2 billion originally sought by the French. It was alleged that the spilling of 68 million gallons of crude oil over more than 100 miles of beaches had devastated tourism and fishing in villages along the coast. (The New York Times, 1/12/88)

NEW JERSEY WINTER SPORTS BAN BLAMED ON LIABILITY INSURANCE COSTS--New Jersey communities are banning children from sledding and skating on public properties this winter. At fault, according to state Parks Administrator Addison G. Bradley, is the high cost of liability insurance. Some park agencies are turning to strategies such as self-insurance, risk management, or lobbying for legislative reform. Insurance experts are suggesting that counties install safety measures to limit potential liability. (The Journal of Commerce, 1/12/88)

CAR RENTER BEWARE



If you rent, don't dent — not unless you're fully covered first.

Imagine your dream vacation — the big one. You've been saving diligently and now you and your family, complete with rental car, are happily cruising along some scenic drive, marveling at the sights and content to be away from work, school, and the everyday hassles of life. But that scenic drive has some unexpected curves, and the guy rounding the bend is as unaware of you as you are of him.

With a resounding crash, the dream becomes a nightmare.

Injuries are minor, but the rental car looks like a prime candidate for the scrap heap. You remember the rental agent wanted to sell you

something called a collision damage waiver (CDW), but that costs an extra \$9 a day. You have collision insurance on your own car, why pay for this waiver thing? After all, what could happen?

The worst. Now the rental car agent is telling you that you are not only legally responsible for the full cost of the car, but also for paying it immediately. "That's crazy," you say, "that car is worth over \$15,000."

"Will that be Master Card or Visa?" she coolly responds, adding, "I hope you understand that I will

have to call the police if you cannot pay for this."

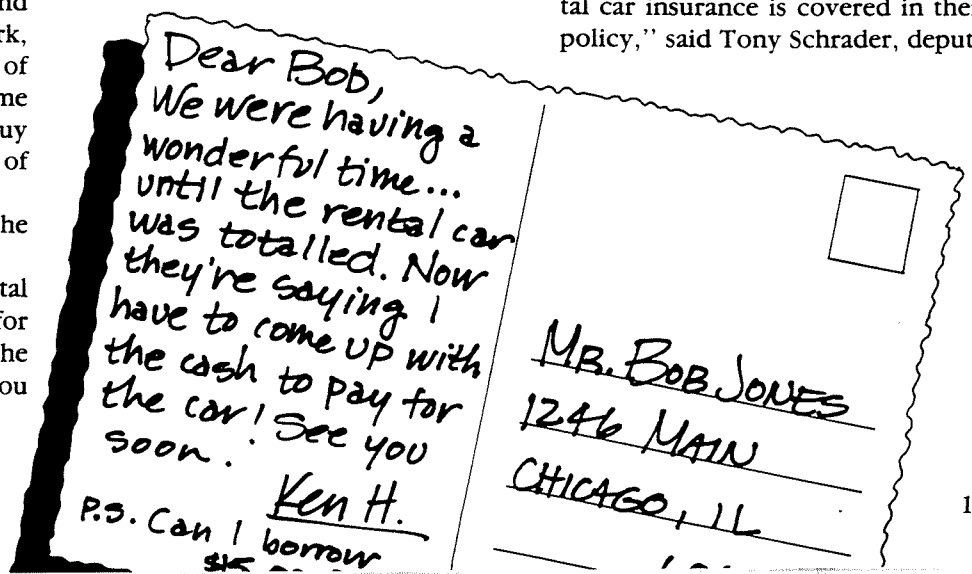
Hours later, your vacation ruined and your family in a panic, you reflect on this conversation from a cell in the local police station.

This may not be a common scenario, but it *has* happened.

Caveat emptor

In many cases, it is not necessary to purchase the CDW because your personal auto insurance policy will cover the damages. However, this is not always the case. According to the National Insurance Consumer Organization, approximately 60 percent of car owners carry collision insurance which covers rental cars. Since the variables change with every policy, state, and rental agency, the only way for an insurance agent to determine whether a policyholder is sufficiently insured for a rental vehicle is to compare the provisions in the rental contract against the provisions in the renter's personal auto policy. The result? Many customers pay for something they don't need, while many others forego the waiver and risk financial suicide. A little consumer knowledge goes a long way and can usually keep you out of trouble.

"Insurance consumers should check with their carrier to see if rental car insurance is covered in their policy," said Tony Schrader, deputy



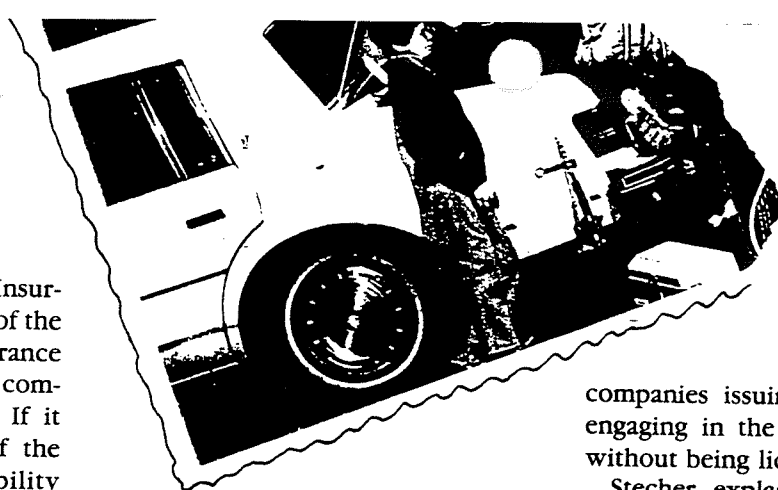
Car Renter Beware

commissioner for the Iowa Insurance Department and member of the National Association of Insurance Commissioners (NAIC). "Many companies provide this coverage. If it isn't part of the policy, or if the policyholder only has liability coverage and no collision, then they'll need to purchase the waiver if they don't want to be responsible for the cost of the car. Consumers should know they'll be pretty dramatically overcharged for CDWs. They see ads on daily rates, then are victimized by a bait and switch . . . usually \$7 or \$8 or more tacked on to the daily rate for a CDW."

Is a CDW considered insurance? No. It is simply an expensive guarantee from the rental car agency stating that you are not liable for damages to the car. If you don't pay the money, like the aforementioned vacationer, you are responsible for paying all damage costs, PLUS the money lost while the car is being repaired or replaced, PLUS administrative costs and possibly a variety of other charges.

Like insurance, the waiver frees the buyer from financial responsibility, but unlike insurance, the waiver rates are not regulated. Schrader and others are attempting to change this, with the rationale that state regulators have not stepped in. Without regulation, the rental car companies are placing insurers in turbulent waters, while the consumer is left rocking in the middle of the boat. However regulation alone would not make CDWs synonymous with insurance, as other differences exist as well.

One way in which the insurance industry is affected by all this can be seen in Minnesota. State legislation directed at rental car agencies to include the CDW in the rental cost, or restricting it to a daily cost of \$4, was redirected to the insurance industry. Effective since August 1,



1987, all personal auto policies issued to Minnesota residents cover auto rental vehicles for comprehensive and collision with no deductible. The policy covers Minnesota residents outside the state and non-residents renting vehicles in the state.

Whose problem is it?

"The consumer is still caught in the middle with 'insurance' the problem. Or is it insurance?," asks John T. Lyons, education director for the Independent Insurance Agents of Minnesota. In a letter to the *National Underwriter*, Lyons said "The auto rental agencies, when it is to their advantage, claim that the Collision Waiver is not insurance, but rather a charge to waive their common law rights in the bailment created by the rental. This is a car rental agency problem. It is not an insurance industry problem. It is about time the problem is recognized as being in the auto rental agreement and not in the insurance industry."

Most states have just recently become aware of the controversy surrounding CDWs and are studying the situation. In New York, a CDW does not constitute insurance within the definition of the state's Insurance Law, according to an October ruling by Judge Martin B. Stecher. The ruling was triggered by the Hertz Corporation, which sought an interpretation of the law. An opinion issued to the Superintendent of Insurance by the New York Attorney General stated the waiver *was* insurance and that auto rental

companies issuing the waivers are engaging in the insurance business without being licensed to do so.

Stecher explained his ruling by saying insurance law is founded on the concept of indemnification — the insured receives compensation for actual property loss sustained as a result of the insured perils. This contrasts with "waiver," which Stecher defines as the "voluntary abandonment or relinquishment of a known right."

Another significant difference between insurance and CDWs is the need for solvency regulation, according to a report by the NAIC Market Conduct and Consumer Affairs Advisory Committee. Solvency regulation assures that an insurance company will remain solvent in order to meet financial obligations to its policyholders. However, since the car rental company is not required to pay anything to a renter, it does not need such regulation.

CDWs are not considered insurance in Missouri either, but can pose problems for that state's residents. Auto insurance is mandatory in Missouri, and police officers can demand from drivers their proof of liability coverage. Will the rental car company provide proof of its own insurance for car clients to use while driving a rented car? If not, renters must carry some proof of their personal auto insurance coverage.

As a member of the NAIC's Market Conduct Surveillance Task Force, Schrader was instrumental in drafting a model statute providing for the rate regulation of rental car agencies. Adopted by the association in June 1986, the model will go before the Iowa Legislature. Schrader said he expects Iowa to pass the model bill. Other states also are considering similar legislation, he added.



"This [model] will require licensure and prevent tie-in sales," Schrader said, explaining tie-in sales are those *requiring* the consumer to purchase a CDW when renting a car. "It also includes a disclosure to the consumer that buying the CDW may be unnecessary."

Schrader said the proposed legislation does not include financial solvency regulation.

The model bill defines CDWs, specifies the license requirements and lists procedures for rate filing. According to the model, "all rates used in connection with the collision damage waiver contract must be filed with the director (of insurance) 30 days before utilization. The rates charged shall be based on sound actuarial principles and should not be excessive, inadequate or unfairly discriminatory." The section goes on to say that rates and contracts are subject to disapproval by the director, however the rental companies are allowed to request a hearing should this occur.

Unfair trade practices outlined in the model include false or misleading statements made verbally or in writing, omission of any necessary information, requirements to purchase the waiver, and failure to provide a proper disclosure that the CDW may duplicate the renter's automobile insurance contract.

Failure to comply with the bill's provisions could result in some big trouble for rental car companies. If the director finds a company in violation, he or she may fine the defendant up to \$1,000 per viola-

tion, suspend the defendant's license up to one year, or revoke the license.

Schrader said that although he is happy with the model bill, he would prefer an alternative to CDWs altogether. Instead of charging separately, the car rental companies should spread the risk by charging a *few* dollars more for the rent. This way, the advertisements would display total daily rates and the renter wouldn't be surprised by an extra charge.

Schrader explains that the cost for a year's worth of coverage through a CDW far exceeds the cost of normal auto insurance coverage. At \$9 a day, a one year car rental CDW would cost \$3,285. Even at that, most rental agencies will charge additionally for usage loss while the car is being repaired.

Still, purchasing a CDW may seem like the easiest way to avoid a hassle, and car rental desk agents will be sure to make that point. They will probably tell you that, even if rentals are covered in your policy, you still have to deal with filing a claim and risking a premium hike or even cancellation.

If you still forego the CDW and your rental car is damaged beyond repair, more problems await. Some car rental companies insist on immediate payment. On the off chance that you have enough credit to cover the car's cost, let's say \$12,000, then that money is tied up in credit until the insurance company reimburses you. In the meantime, interest is piling up on the credit. Most people don't have that much available anyway, which could lead to a costly, time consuming legal mess with the rental company.

On the other hand, if you do buy the CDW, it can be voided if you fail to meet certain conditions in the rental contract. Typical contracts prohibit allowing someone other

than the renter to drive, taking the car out of the state without the rental company's permission, driving on unpaved roads, exceeding the speed limit, engaging in a speed contest, using the car for towing or pushing, and driving under the influence of drugs or alcohol. Violation of any of these rules negates the CDW and you are left responsible for the damages.

Schrader cited other factors which he felt were detrimental to car renters.

"Common law says if someone else hits the car you are driving, then that third party has to pay. Rental car companies don't go by that. You, the renter, are responsible. Another thing that's interesting is they have increased the amount of money the consumer is liable for. It used to be \$1,500 or \$2,000, now it's the entire damage cost. The consumers feel threatened, so they purchase the waivers."

The best bet for renters is simply to check with an insurance agent to determine options and financial risks. Those planning to rent for an extended period should get a copy of the rental company's contract. They can have their insurance agents compare the contract with their personal auto insurance policy, and, taking the state laws into consideration, determine whether a CDW is a necessary expense. Others may just want to make a quick phone call to see if their personal collision coverage includes rental cars.

Such precautions are easy to take and are well worth the time invested. Until a time comes when car rental agencies are regulated by the state, consumers will need to watch what they sign. They will need to check with their insurance agents to find out if they are covered for rental cars, and should voice concerns about CDWs to their state attorney general. ■

Cites High Rates, Unnecessary Coverage

FYI

ARTA Urges Probes of Car Rental Firms' Collision Damage Waivers

By a Travel Weekly Staff Reporter

HAMBURG, West Germany—The Association of Retail Travel Agents last week sent a letter to the 50 state insurance commissioners asking that they investigate collision damage waiver prices charged by car rental companies.

ARTA chairman Ron Santana said at the organization's annual international conference here that he considers the

charges "exorbitant."

The letter, written by Sal DePace, chairman of ARTA's land services committee, said that the customer is being sold or convinced to buy "peace of mind" and not insurance.

It said customers are "high pressured" to buy duplicate coverage for conditions in which they are already covered by personal insurance or by their employer.

Pointing to the wide disparity

in prices—from \$5.95 daily in Florida to \$10.95 in Hawaii, the letter claimed, "These firms are making windfall profits from a product that actually doesn't exist."

Similar insurance purchased from any major insurance company, said the letter, would cost about \$300 per year. A collision damage waiver fee of \$7.95 daily would come to \$2,900 annually.

The letter notes that two

states—Louisiana and Iowa—have already looked into the matter. Louisiana's case against Hertz has been tentatively set for rehearing in September.

Car rental companies have argued that the charges are not actually insurance, but rather represent a contract between the car renter and the client to absolve the customer of any liability if the car is returned damaged.

The companies argue that

the costs are higher because of this added protection. But Santana criticized the industry for not including the charges in their rates.

He said it amounts to "low balling" when a company advertises a low daily rate and then the customer finds out he is being charged another rate on top of that.

"For some, the church represents memories and cherished experiences, and the fire represents a painful loss," he said.

Senior Pastor Don Longbottom attending a conference in Indiana. Lehman said Longbottom had planned to return Friday but will return early Wednesday instead. A prayer meeting is scheduled for Wednesday evening at Moundridge High School.

Ethel Krehbiel, a church member

(See Members, Page 3)

Japan and shipped to Wichita for assembly.

Beech's Wichita facility will add 300 workers by the time the transition is completed in late 1989, Beech officials announced Monday.

Beech added the jet to its product line 20 months ago and has sold about 30 of the light jet aircraft. The corporate jet seats seven passengers and a two-member crew and sells for \$3.5 million.

The additional employment at Beech's Salina division, which was once rumored to be moving to Wichita, naturally has ex-

In recent years Beech closed plants at Liberal; Boulder, Colo.; and Selma, Ala.

"Right away everyone thought they would close Salina, too," Bonilla said.

Employment at the Salina plant had dipped to just more than 200, but now the Salina plant employs more than 300 in the manufacture of wing assemblies and other parts that are shipped to Wichita for assembly. As recently as 1983, employment was about 700.

"What this does more than anything is emphasize the commitment Beech has in Salina," said Gerald Cook, president of the

Tilgner said it is not known just where the Beechjet operation will be housed. The company leases space from the Salina Airport Authority at the Airport Industrial Center. One likely location would be in the building that once contained the company's production of T-34 Navy training aircraft.

The building was heavily damaged in a windstorm July 12, 1987, that forced Beech to move its T-34 production to Big Bertha, the large hangar at the north end of the

(See Beech, Page 9)

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Hertz overcharged customers on car repairs

By The New York Times

For about a decade, the Hertz Corp. billed rental car customers and their insurance carriers higher prices to fix vehicles damaged in accidents than it paid for repairs, Justice Department sources say.

A spokesman for Hertz, Joseph M. Russo, acknowledged that the company was cooperating with an investigation by the United States Attorney for the Eastern District, Andrew J. Maloney.

Russo said Hertz had taken "further actions to insure that there would be no recurrence of the problem" and had initiated a program to make refunds, although he would not say how much money

No one knows how many customers were affected, but the company may have made \$15 million to \$20 million through the procedures.

had been spent so far.

The billing procedures are said to have involved forgery and other deceptive practices

It is not known how many people were affected, but sources indicated the company may have made \$15 million to \$20 million through the procedures, which were reported Monday night by WNBC-TV.

Like other rental car companies, Hertz

gives customers the option of purchasing a collision damage waiver absolving them of liability for a car should it be damaged. Without the waiver, customers and their insurers would be responsible.

Justice Department sources said Hertz, which is owned by the Park Ridge Corp., was able to negotiate discounts on the labor charges from independent repair shops because it owned a large fleet of cars. The company also bought spare parts

at wholesale prices.

But Hertz did not pass on those discounts to customers who had accidents but did not accept the collision damage waiver.

Instead, Hertz billed them and their insurance companies as much as two or nearly three times more than it paid for the repairs — in effect charging retail prices for what it bought wholesale — and sometimes charged for repairs that were not made.

To persuade customers or insurers to pay a claim, the sources said, the company enclosed copies of a document called a Vehicle Damage Appraisal and Repair Authorization Form that had been altered to look like bills for higher charges.

Bush, Rather get in heated debate

By The New York Times



that I didn't tell the truth."

After noting that Congress had in-

Restaurate kids fed up

Inside

A RECALL election looks likely for

Massachusetts Is Latest State To Seek Control Of CDW Sales

By David McCann

BOSTON — Legislators here are attempting to make Massachusetts the first state to regulate the sale of collision damage waivers by car rental companies.

Several states, claiming that collision damage waiver fees on an annualized basis are out of proportion to car rental firms' insurance costs, have tried to regulate CDW sales but have been unsuccessful. Most recently, a New York state lower court ruled that CDW is not insurance and cannot be regulated by the state's insurance department (BTN, Oct. 5).

Additionally, some states have charged that car rental companies pressure renters to buy the option—a release from responsibility for car damage that can be purchased for about \$9 to \$10 a day from the major firms.

A proposed bill had been passed by the state House of Representatives,

but the legislature's annual session ended before the Senate had time to vote on it. The bill now will be resubmitted unchanged to the House, and if passed again, the Senate will vote on the measure sometime this year.

The proposed Massachusetts legislation would end "the car rental companies' billion dollar protection racket that bilks consumers by enticing them to buy unnecessary insurance at exorbitant rates," said Rep. David B. Cohen (D-Newton), who sponsored the bill.

The proposed bill, among other things, provides that:

- The state insurance commissioner will be able to approve the rates charged for CDW. Those rates shall be based on the annualized rate—according to actual collision-loss data—for other large commercial fleets under the state's jurisdiction, such as the

(Continued on Page 62)

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A BUSINESS TRAVELER'S SPECIAL REPORT
OCTOBER 11, 1983

Whose Job Is It, Anyway?

management duties fall into many different hands in corporate America. For an in-look, see special report on page 25.

CDW Regulation Sought In Massachusetts

(Continued from Page 1)
state's own cars.

- Car rental companies must state on the rental contract that the business traveler may already be covered for CDW and other insurance options under his personal or his corporation's auto insurance policies.

- The rental contract must detail the full extent of coverage and benefits for CDW and other insurance options.

Cohen said it should be a relatively easy task to push the bill through the House a second time.

But Westin Perkins, executive director of the Massachusetts Car and Truck Rental and Leasing Association (CATRALA), said, "We feel we'll

all the legislators who voted for it because on paper it looks like something that's good for the consumer. But they haven't read our position paper. We just ran out of time."

A committee consisting of Hertz Corp., Avis Rent A Car System Inc., Budget Rent a Car Corp. and National Car Rental System Inc. is working to oppose the bill, said Hertz general counsel Fred Grumman.

"Calling CDW insurance is well-publicized but erroneous," Grumman said. An insurer pays an insured for damage to property owned by the insured, he said. With CDW, on the other hand, a car rental company waives its right to hold someone responsible for damage to the company's property.

"You can't say something is something that it isn't merely by saying it is," said Grumman, who predicted a court challenge if the bill becomes law.

But Cohen said, "The commissioner is not dealing with abstract definitions of insurance. To determine if something is insurance, he looks at the wording of the statute. If the statute says that this contract is insurance in Massachusetts, it is."

Additionally, Grumman complained that companies would have to formulate a rental contract just for Massachusetts—and a much larger one at that, in order to fully detail all the CDW and insurance options. "Any company that operates on a standard basis tries to operate

with a standard form to keep its costs down," he said.

Grumman also wondered how much protection consumers need. "We don't question the motives of legislators who are proposing that there have been abuses," he said. "But we feel that the abuses that have been claimed are adequately addressed in existing consumer protection legislation."

"Yes we do, but so what?" said Cohen. "People aren't motivated to go to court over a \$10 matter. If you take a little piece of flesh out of every consumer, they're not going to like it, but they're not likely to take action on it either. And so the car rental companies reap exorbitant profits, and the abuses go on."

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Testimony before the House Insurance Committee on HB2933,
February 25, 1988.

**PROFESSIONAL
INSURANCE
AGENTS**

Mr. Chairman, members of the committee, my name is Jim Oliver,
Legislative Representative of the Professional Insurance Agents
of Kansas. I appear in support of HB2933, which provides for the
licensure and regulation by the Insurance Commissioner of people
offering collision damage waiver insurance in connection with the
rental of motor vehicles.

DOROTHY M. TAYLOR
EXECUTIVE DIRECTOR

627 TOPEKA AVE.
TOPEKA, KS 66603-3296
913/233-4286

The public, as well as agents, has been confused by the collision
damage waiver conditions as they relate to the insurance they
carry on their own cars. Who has the coverage? And who pays for
the collision damage to this rental vehicle which in insurance
parlance is a non-owned vehicle? The collision damage waiver is
a part of the overall rental contract the details of which are
usually presented in small type on the reverse side of the front
sheet. I would guess that less than 10% of the people renting
cars take the trouble to read the fine print of that contract.
Rental agreements are not standardized, some provide the renter
is responsible for the entire vehicle (regardless of fault) while
others provide that the renter is responsible for anywhere from
\$250 to \$1000. Naturally, the car rental company would like to
shift the responsibility for the entire car to the renter. Rates
for the collision damage waiver vary with the amount of coverage
the renter buys and in most cases is considerably higher than the
regular collision coverage provided in the personal auto policy.



**PROFESSIONAL
INSURANCE
AGENTS**

DOROTHY M. TAYLOR
EXECUTIVE DIRECTOR

627 TOPEKA AVE.
TOPEKA, KS 66603-3296
913/233-4286

At the present time rentor's responsibility for collision damage to the rented car is covered by his own personal auto policy if he has purchased collision coverage. He would have no need for the collision damage waiver, but ordinarily the rentor isn't sure he has coverage so he winds up buying the collision damage waiver and pays for double coverage. If the rentor has not purchased collision damage on his own car or if he does not own a car, then he would need to buy the collision damage waiver.

Agents have not always been able to advise their clients regarding their responsibilities for collision damage to a rented car, because it is seldom they have an opportunity prior to answering any questions regarding the collision coverage available to read the fine print on the reverse side of the rental agreement.

HB2933 would correct the confusion regarding this matter and control what we believe are excessive rate charges for the collision damage waiver.

Thank you for the opportunity to appear in support of this bill.

TESTIMONY OF
ROBERT F. LYTLE

I appear before the Insurance Committee of the Kansas House of Representatives on behalf of my client, The Hertz Corporation, to state the views of our client on House Bill 2933. Our law firm, Bennett, Lytle, is Kansas counsel for the Hertz Corporation and has represented Hertz in Kansas for a number of years. We received a call from Hertz's general counsel last week asking that we appear before your committee and present testimony concerning this Bill.

We believe this Bill is not only unnecessary, but it deals with illusory problems and will have some rather unusual and unintended results such as:

1. It assumes the existence of problems that really don't exist;
2. It grossly oversimplifies solutions to these imagined problems;
3. It will increase the cost of car rental rates in our state;
4. It could lead to fewer car rental companies being willing to do business in Kansas and thus lessen competition and provide fewer choices to Kansas consumers; and
5. It substitutes market place decisions for state regulated price fixing.

House Bill 2933 is intended to license and regulate car rental companies that offer waiver of damage provisions in rental agreements. In addition, the Act provides for specific contract language in car rental contracts and finally provides for criminal fines and penalties.

Fifteen or more years ago, car rental companies and agencies began to offer to their customers the option of having the risk of loss for collision damages to the car while rented to customers become the responsibility of the car rental agency and not that of the customer. This risk of loss in a bailment situation is normally imposed on the bailee, that is the customer who rents the car. To shift this risk of loss, the parties to the rental agreement, (which is a classic bailment contract) would have to contract for the risk of loss to be borne by the car rental agency rather than the customer. This shifting of this risk of loss has become known in the trade as a waiver of collision or damage provision. Although House Bill 2933 refers to it as collision damage waiver, many, if not most car rental companies refer to the waiver as a loss and collision waiver provision.

These waiver provisions are entirely legal, customary and usual in all kinds of bailment contracts.

Similarly no court that has examined these collision or loss waiver provisions has ever held the clauses in car rental contracts to be contracts of insurance. This is the law in every state where the issue has been tried. The most recent case tried was in our sister state of Colorado. The reason for this holding is that the

loss waiver clauses do not contain the essential elements of an insurance contract. There is no element of indemnity and there is no pooling of money which must be present if there is to be a contract of insurance. The car rental agency simply agrees to waive its right to collect from the renter for damages or losses that occur while the renter or bailee has the car.

The reasons being advanced for the passage of House Bill 2933 include the following:

1. A belief that car renters (the consumer) are not being fully informed about the waiver;
2. A belief that a majority of renters opt to obtain the waiver;
3. A belief that the renter's car insurance provides coverage for this loss and therefore the waiver is unnecessary;
4. A belief that there is nothing in the laws of Kansas that provides the renter (consumer) relief for perceived sharp dealing and deceptive practices;
5. A belief that the Insurance Commissioner is better able to price this waiver than the competing forces of the market place;
6. A belief that the Insurance Commissioner has the experience and the staff to license companies and fix the cost of the waiver; and
7. A belief that this regulation will reduce the cost of the waiver and thus reduce car rental rates.

All of these beliefs, though well intended, are illusory and will not be advanced by the passage of House bill 2933.

The first reason advanced for the Bill that the renter is not fully informed is certainly not true in so far as my client's customers are concerned. Hertz's rental agreement very clearly and in simple language and in 10 point type just above the signature line states that the waiver is optional and that the renter's own insurance may cover the damage.

The second belief, that a majority of customers opt to obtain the waiver, is simply not true. In fact, far less than 50% of Hertz's customers select the waiver.

The third reason advanced for the bill, that being the waiver is duplicative of the renters own car insurance, is not an absolute proposition and is in fact a very complicated and hazy matter of insurance coverage. If each member of the committee were asked to provide written assurance that his or her car insurance provided full or adequate protection when you rented a car, could you or would you answer yes or no or would it be, "I hope so, but I really am not sure." Many car insurance policies provide coverage on a rented car but limit it to the replacement value of your own car. This wouldn't be very good protection if you owned an '83 Chevy Chevette and rented a 1988 Lincoln Town Car. Many insurance policies limit the protection on rental cars to the property protection of the renter's car insurance which often times is much less than the full replacement value of the rented car. Many owner's policies limit the coverage to situations where the owner

is not at fault. Thus, it simply is a gross overstatement that the waiver is not necessary and certainly if the contract clearly provides that the waiver is optional and the renter may have insurance coverage by reason of his/her own car insurance, there is no misstatement or deception. The damage waiver clause does serve a purpose that is generally in the public interest.

The next reason advanced for the Bill, that there is no law on the books to police or correct abuses in collision waive clauses, is simply not true. Kansas has very clear and far reaching consumer protection legislation commencing at K.S.A. 50-623. Most definitely every unfair trade practice spelled out in Section 8 of House Bill 2933 is more clearly and more broadly set forth in K.S.A. 50-626 of the Kansas Consumer Protection Act. Further, the Kansas Attorney General and the district attorneys and county attorneys are specifically directed and authorized to diligently prosecute violations of the Consumer Protection Act. The Attorney General has a whole special staff that does nothing but investigate and prosecute consumer protection matters. The district attorneys in the larger counties have paid and regular deputy district attorneys who only handle and prosecute consumer protection violations. As a matter of fact, Attorney General Stephan is Chairman of a special subcommittee of the National Attorney General Association that is now developing guidelines for print media advertising that specifically deal with this very issue of collision damage waiver provisions. I am informed by the Attorney General that his

office is not a sponsor of House Bill 2933 and will not take any position of asking for its adoption.

The fifth reason advanced for the Bill is that the Insurance Commissioner is more ~~better~~ able to price the waiver than the marketplace. It is equally erroneous. State price fixing or regulatory rate making is usually only resorted to when a product or service is best offered or provided by a state licensed or regulated monopoly such as an electric utility in a defined service territory. In that situation, the consumer needs the protection of state price fixing because there is an absence of competition. But rate making doesn't come cheap. Any of you that have participated in rate making cases know that the issues are complex, involve companies that are national and even international in scope and even the most simply stated question, such as what is the providers cost of service, or cost of money, is the subject of hours and days of testimony and prolonged hearings, rate decisions, administrative appeals and court tests. And who pays for this rate making? Ultimately the consumer does because all of the costs of rate making are assessed to the company whose rates are regulated and they of course will have to price it in their product or service. Instead, isn't it far more practical to permit the market place to control the pricing? In fact, look at the market place as shown from the attached photocopy of a current Kansas City yellow page advertising. There is no shortage of competition.

The next belief advanced for the Bill, that being the Insurance Commissioner has the staff and experience to fix and determine

rates, is probably a hoped for position, but not really true. If we can take the Bill itself as an indication of the Commissioner's experience in regulating waivers, we believe there is clear proof in the Bill that the Commissioner's office will have to gear up far more than they have done so in sponsoring this Bill. See Section 6(1)(2)(A) (lines 76 thru 80) where only three exceptions to the waiver are listed when in fact there are at least 8 to 10 more that would have to be excluded. This will be discussed later in my testimony. State regulation and price fixing runs completely contrary to what are currently valid trends in trade regulation. If there is an active market of choices and companies competing therefore, the consumer is best protected by the competition of the marketplace and not a substituted and artificial rate making process. House Bill 2933 is like giving to the State Board of Agriculture the responsibility of fixing the prices of strawberries because a legislator or the Director of Agriculture thought he or she paid too much for them at the supermarket. This Bill is a classic example of overkill.

The final belief, that House Bill 2933 will reduce the cost of collision waivers, is a fond but forlorn hope. Indeed, the rate making process alone, plus the cost assessments, forgetting for the moment the attorneys' fees and fees to expert witnesses in rate making procedures, make this belief totally unreal. What will probably result is many companies will simply elect to close down their Kansas offices and rent out of offices in bordering states such as on the Missouri side of eastern Kansas. Thus, the consumer

loses, the Kansas economy loses and so far as we know, there is no offsetting or commensurate gain for anyone.

As a final point of my testimony, I want to point out the provisions of this Bill that are particularly grievous and troubling to my client. Sections 4, 5, 6 and 7, which provide for the entire regulatory scheme, are largely unacceptable and, for the reasons advanced in this testimony, they are not in the interest of either the consumer or the Kansas economy. There is no showing that we are aware of that the present consumer protection laws are defective, not working or are not being enforced. There is no showing that the Insurance Commissioner has special knowledge and experience to regulate this matter. It clearly is not an insurance matter, no court has ever held it so. The Bill itself shows that the exceptions to the waiver (only three in number in Section 6, line 76 through 80) are wholly inadequate.

As examples, shouldn't the waiver be voided if:

1. The lessee or renter was transporting drugs or contraband and the car is seized;
2. The lessee or renter used the car in a car rally as well as a speed contest;
3. The lessee or renter used the car to teach driving;
4. The lessee or renter used the car to haul passengers outside the riding area, like standing on the roof, hood or trunk;
5. The lessee or renter loaded the car beyond rated capacity, like hauling bricks;

6. The lessee or renter obtained the car by fraud or misrepresentation; like false driver's license;

7. The lessor renter uses the car in Mexico (there, a special Mexican insurance policy is necessary or the car will be impounded);

8. The car is driven off of paved roads, like in a grass field and the catalytic converter starts the grass or stubble on fire and the car is burned and destroyed.

These are but a few of the necessary but omitted exceptions.

The entirety of Section 7 and its rate making provisions are not acceptable and will simply add not only to the cost of government but will add to the cost of car rentals in Kansas.

Look at Section 8(b) for a moment. Here the car rental employee, who is typically a high school graduate, can be convicted of a crime if he or she fails to state something the commissioner believes should have been said under the circumstances. This sentence alone probably makes the entire bill faulty. I doubt very much if any court would find it constitutional. An employer would have to prove in effect a negative occurrence.

If the Committee finds it helpful, we have drafted a Bill that accomplishes the purposes of House Bill 2933 but without the objectional provisions and likewise one that protects and informs the consumer but doesn't add to the cost of car rentals or one that could reduce car rental competition in this state or negatively impact on the Kansas economy. It is attached to this testimony.

Automobile Radios & Stereo Systems-Wholesale & Manufacturers

CPS Distributors Inc
6024 Parretta Dr-----241-2552

MACON DISTRIBUTING
● WHOLESALE ONLY ●
SPARKOMATIC - SHERWOOD
HARADA ANTENNAS
411 Kansas City Av Ex Sprgs-----637-6011

EH Enterprises
8300 NE Underground Dr-----452-0990

Genesis Enterprises Inc
9858 Plumm Rd-----541-1999

Santa Fe Distributing Inc
14400 W-97 Terr-----492-8288

VIN-COM DISTRIBUTING
7622 Wornall Rd-----363-3737

Webb Electronic Sales
9555 Alden Rd-----492-6772

AUTOMOBILE REGISTRATION RECORDS- See License Services

Stand out where people start out. In

The One and Only Southwestern Bell

Yellow Pages...The Yellow Pages are

readily available to consumers before they

purchase products and services. They rely

on the Yellow Pages to save time and

gasoline before they leave home. So make

sure you're waiting for them...in *The One*

and *Only* Southwestern Bell Yellow Pages.

Automobile Renting & Leasing

ADVANTAGE LEASING & FINCL SERV
ALL MAKES & MODELS - AUTOS & SMALL TRUCKS
ANY TYPE BUSINESS EQUIPMENT
"WE TAILOR THE LEASE TO YOUR ADVANTAGE"
5930 Roe Av-----432-6676

AGENCY RENT-A-CAR
10875 Grandview
Overlandpark Ks-----451-1867
1575 N Universal Av-----231-1884

★FOR MORE INFORMATION
See Advertisement Page 135

Airport Ford
I-29 & Main Platte City-----464-2800

AIRPORT THRIFTY CAR RENTAL
KCI Airport Area
11530 NW Prairie View Rd-----464-5670

★FOR MORE INFORMATION
See Advertisement Page 132

ALAMO RENT A CAR

The Real #1 Bargain
● Unlimited Free Mileage
● Corporate Rate Program
● Low Nationwide Daily Rates
● Alamo Features Fine GM Cars
SERVING MAJOR CITIES NATIONWIDE.



"FOR RESERVATIONS"
ALAMO RENT A CAR
Toll Free-Dial "1" & Then
-----800 327-9633

AIRPORT AREA

ALAMO RENT A CAR
11300 NW Prairie View Rd-----464-5151

People who are ready to buy reach for *The One and Only* Southwestern Bell Yellow Pages. Will they find your business well represented there? It's good business insurance to advertise in the Yellow Pages. Tell your story 24 hours a day, 365 days a year.

ALLEN BILL LEASING SALES & SERVICE LEASING & SALES



ALL MAKES & MODELS

TOTAL

TRANSPORTATION CENTER

DAY ● WEEK ● MONTH

LONG TERM

FOR INFORMATION CALL

SERVING ENTIRE KANSAS CITY AREA

ALLEN BILL LEASING SALES & SERVICE
National Maintenance, Cars, Custom Vans
Passenger Vans, Cargo Vans, Truck
101 Armour Rd-----471-5753

Is your business unique from others? Do you offer something special? Then tell your customers about it in the place they look when they're ready to buy. *The One and Only* Southwestern Bell Yellow Pages. A directory representative can help you design an effective ad that tells people everything they should know about your business.

ALTRA AUTO RENTAL
11111 W 59 Terrace Shawnee ---631
★FOR MORE INFORMATION
See Advertisement Page 135

AMEREX RENT-A-CAR 587
Kansas City
★FOR MORE INFORMATION
See Advertisement Page 136

American International Rent-A-Car
8801 NW 112-----891

AMERICAN INTERNATIONAL RENT A CAR

SEE OUR GOLD PAGE COUPON
Downtown & Airport

★ See Display Ad This Classification

520 Southwest Blvd-----221-2
8801 NW 112-----891-9

ANCONA HONDA

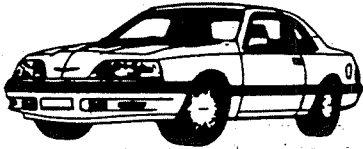
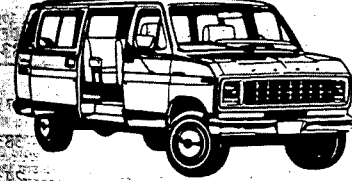
WE LEASE HONDA'S

Olathe Ks-----782-3

listings of this classification are continued on next page

Is *The One and Only* Southwestern Bell Yellow Pages part of your media mix? Television, radio, newspapers and other media do a great job of reaching customers. But the Yellow Pages plays a unique role among all the places where you can advertise. The Yellow Pages are there 24 HRS a day all year long when people are ready to buy products and services.

Rent or Lease From Your Ford Dealer



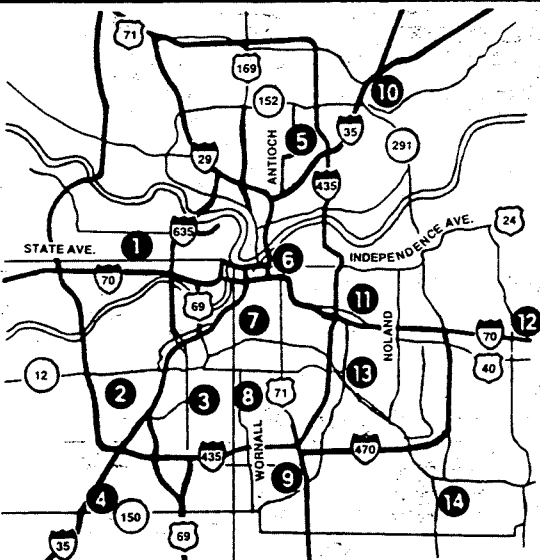
- Check Our Low Rates
- Rent by the Day, Week or Month
- Most Major Credit Cards Accepted
- Long and Short Term Leasing
- We Also Rent or Lease Trucks

Passenger, Cargo & Custom Vans

GREATER KANSAS CITY FORD DEALERS

Rent Newest Model Fords - All Sizes and Models

| | |
|---|---|
| 1 | KANSAS CITY, KS 4805 State Ave. 287-2000 |
| 2 | SHAWNEE, KS 11501 W. 63rd (K-12) 631-0000 |
| 3 | OVERLAND PARK, KS 9239 Metcalf 381-3000 |
| 4 | OLATHE, KS 1845 E. Santa Fe 782-0881 |



| | | | |
|---|---|----|--|
| 5 | NORTH KANSAS CITY 5025 N.E. Antioch Rd. 454-4200 | 10 | LIBERTY, MO I-35 & Hwy. 152 781-4844 |
| 6 | DOWNTOWN K.C., MO 1616 Independence Ave. 221-1818 | 11 | INDEPENDENCE, MO 2860 S. Noland Rd. 254-9800 |
| 7 | MIDTOWN K.C., MO 3401 Broadway 753-4915 | 12 | BLUE SPRINGS 3200 S. Outer Rd. 229-4400 |
| 8 | SOUTH KANSAS CITY 8008 Wornall Rd. 444-3075 | 13 | RAYTOWN 9505 E. 350 Hwy. 353-7788 |
| 9 | SOUTH KANSAS CITY 5651 Red Bridge Rd. 761-1881 | 14 | LEE'S SUMMIT 50 Hwy. & Chipman Rd. 524-6550 |



Airport
Thrifty
Thrifty
 Car Rental

OPEN SATURDAYS, SUNDAYS & HOLIDAYS

- Limited free mileage on all vehicles
- Call for fast pick-up
- Insurance replacement rates
- Low weekend / vacation rates
- Special monthly rental rates
- Airport valet parking



Thrifty features quality products of the Chrysler Corporation



Cargo, custom & passenger vans & wagons available

DOWNTOWN KANSAS CITY

842-8550

2001 Baltimore
 (One block west of 20th & Main)

KCI AIRPORT AREA

464-5670

11530 NW Prairie View Rd
 (Exit 112th Street on I-29 North)

For Worldwide Reservations Toll Free - Dial "1" & Then 800 367-2277

Thrifty Rent-A-Car System Licensee

Automobile Renting & Leasing- (Cont'd)

ANDY KLEIN PONTIAC GMC INC
 7801 Metcalf Av ----- 642-5051
 ★FOR MORE INFORMATION
 See Advertisement Page 139

ARISTOCRAT MOTOR CO
 9400 W 65 ----- 677-3301
 ★FOR MORE INFORMATION
 See Advertisement Page 140

AUDI AUTHORIZED DEALER LEASING AND RENTAL—
 MAJOR PORSCHE 3200 Main -----756-3300

AUTOVAN INC

RENTAL • LEASING

- LOW DAILY & WEEKLY RATES
- CONVERSION VANS
- PASSENGER VANS
- MINI-LEASE RATES
- AUTOS
- SPECIAL RATES MONTHLY & WEEK-ENDS

AUTOVAN INC 7017 E 95 -----763-2722



AVIS RENT A CAR

- SuperValue Daily, Weekend, Weekly, Monthly or Mini-Lease Rates
- Major Credit Cards Accepted
- Avis Features GM Cars Like The Chevrolet Celebrity.



We try harder.

FOR RESERVATIONS CALL

NATIONWIDE

AVIS RENT A CAR
 Toll Free-Dial "1" & Then
 -----800 331-1212

LOCAL

AVIS RENT A CAR
 Local Reservations
 KC International Airport -----243-5760

DOWNTOWN

AVIS RENT A CAR
 DOWNTOWN 1415 Baltimore -----471-2421

JOHNSON COUNTY

AVIS RENT A CAR
 Local Rental Locations
 Metcalf Standard
 9301 Metcalf -----383-3374

Avis Rent A Car
 Downtown 1415 Baltimore -----471-2421
 Local Rental Locations
 9301 Metcalf -----383-3374
 Local Reservations
 KC International Airport -----243-5760
 Avis Rent A Car System Inc
 7180 W 107 -----648-7554

B & G LEASING INC

LEASING ALL MAKES & MODELS

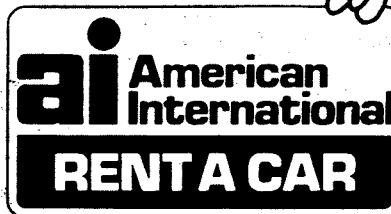
★ See Display Ad This Classification
 110 Armour Rd-----283-3833
 International Airport-----243-5600
 8300 W 63rd-----831-4733
 675 N Rawhide-----829-8662

Be a Frugalhound!

Rent or Lease American International & Save



We Feature Fords and Other Fine Cars.



RENT

- DAILY/WEEKLY/MONTHLY
- FREE PICK-UP AND RETURN
- RATES OK'D BY MOST INSURANCE CO.'S
- MAJOR CREDIT CARDS HONORED
- VANS AND WAGONS

DOWNTOWN KANSAS CITY

221-2512

520 SOUTHWEST BLVD.

An Independently Owned & Operated System Licensee

LOW RATES



LEASE

- ALL MAKES & MODELS
- NEW OR USED
- VARIOUS LEASE PLANS AVAILABLE
- INDIVIDUAL & COMMERCIAL

KCI AIRPORT AREA

891-9077

8801 NW 112

For Worldwide Reservations & Information Call: 800-527-0202

listings of this classification are continued on next page

Want to reach everyone in town with your advertising message? Then consider *The One and Only Southwestern Bell* Yellow Pages. Our directories are delivered to every home, business, hotel and motel in our operating area. That's a distribution system that is hard to beat. And they're available to your customers 365 days a year, 24 hours a day.

Automobile Renting & Leasing- (Cont'd)

BMW AUTHORIZED LEASING—
NEW PLAZA PONTIAC-BMW
4200 Main -----531-4200

BRW Leasing Services Inc
13912-A Noland Ct -----836-0002
DALLAS GEORGE 6800 State Ave -----334-1166
★FOR MORE INFORMATION
See Advertisement Page 139

BILL HICKS & ASSOCIATES

Leasing/Auto Brokerage.
The car/truck you want
right now.
The service you want
on down the road.
Right now. And on down the road.



BILL HICKS & ASSOC
510 E 112 Red Bridge Center -----942-6464

Bill Mansfield's Raytown Nissan
6616 Blue Ridge Blvd -----358-9500

Bill Mansfield's Raytown Volkswagen
6616 Blue Ridge Blvd -----358-1777

BILL WOODS FORD
5025 NE Antioch Rd -----454-4200
★FOR MORE INFORMATION
See Advertisement Page 140

Blue Springs Ford Inc
New Cars 3200 S Outer Rd -----229-4400

BOOTS WILLIAMS FORD
New Cars & Service
3107 South Noland Rd -----252-9800

BROADWAY FORD
Main Office 3401 Broadway -----753-4915
★FOR MORE INFORMATION
See Advertisement Page 136

Boyer Galen Motors Inc
Pontiac-Cadillac-Long Term
3107 South Noland Rd -----252-9800

BROCKMAN EQUIPMENT LEASING INC
5927 Woodson -----384-6700

BUD BROWN LEASING CO
91st & Metcalf -----649-3000
★FOR MORE INFORMATION
See Advertisement Page 140

Budget Car And Truck Rental Of Kansas
City
Budget Car Executive Offices
4350 Shawnee Mission Pkwy -----362-4838

BUDGET RENT A CAR
We feature quality
built products of
Chrysler Motors Corp.
and other fine cars.
Most major credit
cards honored.



FOR RESERVATIONS CALL

**BUDGET CAR AND TRUCK RENTAL
OF KANSAS CITY**
51 Locations To Serve You
Local Reservations And Information
7501 W 63 -----262-9090

Budget Rent-A-Car
Special Services
Rent-A-Car
7501 W 63 -----262-9090
Sales Office
7501 W 63 -----262-2926

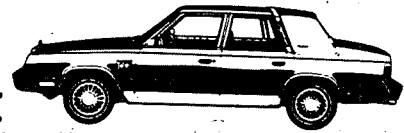
BUDGET RENT-A-CAR OF KC
7501 W 63 -----262-9090
Local Reservations -----471-1300
★FOR MORE INFORMATION
See Advertisement This Page

listings of this classification are
continued on next page

Keeping up with the Joneses? Why not?
Whether your competitor's name is Jones
or Smith or whatever - don't let him have
the unnecessary advantage of a larger ad
in *The One and Only* Southwestern Bell
Yellow Pages. Compete with him on
the street and in the Book...take out a
larger ad and tell more about you!

Budget

rent a car



AMERICA'S PERSONAL FAVORITE

- Low rates by the day, weekend or longer
- We feature quality built products of Chrysler Motors Corp. and other fine cars
- SPECIAL HOLIDAY, VACATIONS AND WEEKEND RATES
- Custom vans, cargo vans and mini vans are also available
- Most major credit cards honored
- For out of town reservations call Toll Free Dial "1" 800 527-0700

FOR LOCAL RESERVATIONS AND INFORMATION, CALL:

262-9090

Downtown
1227 Wyandotte

Olathe

Kansas City
International Airport

Gladstone

Overland Park

6700 N. Oak Traffic Way

7501 W. 63rd

An Independent Budget System Licensee

Budget Rent-A-Car of KC

System One

Dick Smith

RENT-A-CAR
LEASE-A-CAR



RENT

- Specialists in Insurance Replacement
- All Size Cars
- Conversion Vans & Passenger Vans
- Cargo Vans & Pick-Ups
- Vacation and Weekend Rates
- Free Pick-Up & Return
- Major Credit Cards



LEASE

- All Makes & Models
- Numerous Lease Plans
- Individual & Commercial Leasing
- Heavy Truck Experts
- Long & Short Terms
- Red Carpet Lease
- Full Service Available



OVERLAND PARK

RAYTOWN
AT DICK SMITH FORD

NORTH K.C.

INDEPENDENCE

381-6080

353-7788

436-8777

254-5500

9529 ANTIOCH

9505 E. 350 HWY.

72nd AND NORTH OAK

3801-B S. NOLAND RD.

For a day. Or for good.

RENT

- Low daily, weekly, monthly, and weekend rates
- Special rates on insurance rentals
- Featuring GM and other fine cars
- Pickup and return at no extra charge
- Cars, wagons, pickups, and passenger/cargo vans available

LEASE

- Lease any make or model new car or truck
- Various lease plans available: Walk Away, Equity, Equity II, Full Maintenance - all from 12 to 48 months
- Enterprise handles all the details from acquisition to disposition
- No down payment
- Low competitive rates

For Reservations in this area, call your nearest Enterprise office.

DOWNTOWN
842-4700
600 Grand Ave.

INDEPENDENCE
836-3200
39th & Noland

NORTH
436-6900
6915 North Oak Trafficway

KANSAS CITY, KS
371-0070
4038 State Ave.

LENEXA
894-0400
12601 W. 95th St.
(Holiday Inn)

OVERLAND PARK
383-1300
7800 Metcalf

SOUTH
941-2500
606 E. 99th Street



Over 275 offices coast to coast

Other Cities: Toll-free 1-800-325-8007 From Missouri: Toll-free 1-800-392-0248

Automobile Renting & Leasing- (Cont'd)

BUICK DEALER LEASING & RENTAL

LEASE AND/OR RENT FROM YOUR AUTHORIZED BUICK TRANSPORTATION SPECIALISTS



- BALLAS GEORGE P MOTORS INC
6800 State Ave ----- 334-1166
- CHARLIE FISHER BUICK-PEUGEOT
3300 Main ----- 561-7902
- CROSS DAVE MOTORS INC
N Blue Pkwy & I-470 ----- 524-3636
- DON STEIN BUICK ISUZU
7733 Metcalf Av ----- 648-4000
- GENE WILMOTH PONTIAC BUICK
GMC AMC JEEP RENAULT
1500 E Santa Fe Olath ----- 782-1500
- HAFFEY-CERZA CHEVROLET-BUICK INC
1905 W Jesse James Rd
Excelsior Springs Mo
-----Liberty Mo Tel No 792-1515
- HAL QUINN AUTOMOTIVE HDQTRS
32 & Noland Rd ----- 836-0404

BUNKER MOTOR COMPANY

- Auto Sales & Service
I-35 At W 87th Street ----- 888-6500
- Cable Chevrolet Mazda
1834 S Noland ----- 254-3860

CADILLAC DEALER LEASING AND RENTAL

LEASE OR RENT AN AMERICAN STANDARD FOR THE WORLD FROM YOUR AUTHORIZED CADILLAC DEALER



"WHERE TO CALL"

- JACK ROACH CADILLAC LEASING
All Makes & Models-
Domestic & Imports
8011 State Line ----- 361-2222
- MAJOR CADILLAC
General Office 3200 Main ----- 756-3300
- O'CONNOR & MICHAELS CADILLAC INC
New Cars 1212 Minnesota ----- 342-3434
- PETE MAUDE CHEVROLET-CADILLAC INC
123 E Gay Warrensburg ----- 747-5141

CAVENDER & ASSOCIATES INC

- 7931 Wornall Rd ----- 333-7611
- CHARLIE FISHER BUICK-PEUGEOT
3300 Main ----- 561-7902

CHEVROLET DEALER LEASING AND RENTAL

LEASE AND/OR RENT CARS AND TRUCKS FROM YOUR AUTHORIZED CHEVROLET FULL SERVICE DEALER



"WHERE TO CALL"

- DENNIS AUTO PLAZA
Dennis Chevrolet 675 N Rawhide Dr ----- 782-5600
- KINDRO CHEVROLET & OLDSMOBILE INC Smithville ----- 532-0900
- ROBERTS CHEVROLET INC
115 W Gregory Blvd. ----- 523-5490
- WOLFE JAY CHEVROLET INC
Sales & Service 7707 State Av ----- 334-3300

listings of this classification are continued on next page

Creative advertising such as that done in newspapers, television and radio makes people want to buy. Directional advertising in *The One and Only* Southwestern Bell Yellow Pages provides the who and where when customers are ready to buy. It's the final link between sellers and buyers.

PAYLESS CAR RENTAL

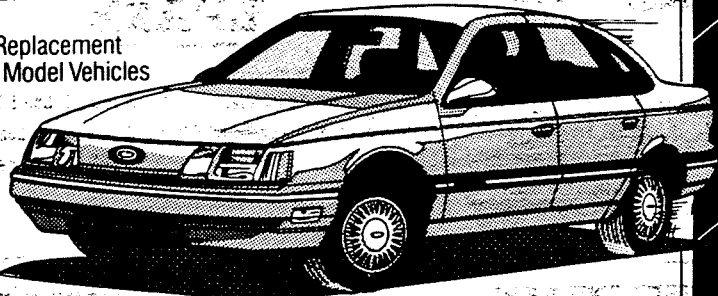
ALSO DBA HOLIDAY PAYLESS RENT-A-CAR

Our Name Says It All.

464-5522

HOLIDAY INN
AIRPORT HOTEL
11832 PLAZA CIRCLE

- Low Rates • Free Miles
- Open 7 Days A Week
- Free Pickup To Airport and Local Area
- Economy to Full Size Cars
- Most Insurance Company Replacement Rates Honored • Current Model Vehicles
- All Major Credit Cards



We feature Fords & other fine cars

WORLDWIDE TOLL FREE RESERVATION CALL

LOCAL NUMBER 464-5522 OR CALL YOUR TRAVEL AGENT

**Automobile Renting & Leasing-
(Cont'd)**

CHRYSLER LEASING SYSTEM

THE LEASING PROFESSIONALS



COMPLETE LEASING SERVICE FROM COAST TO COAST

FOR INFORMATION CALL

- BUD BROWN LEASING CO
91st & Metcalf ----- 649-3000
- CHAMPION CHRYSLER-PLYMOUTH INC
1857 S Noland Rd Independence - 836-0100
- DOUG'S DODGE INDEPENDENCE
1700 S Noland Rd ----- 833-2100
- JACK MILLER LEASING
30 NE Vivion Rd ----- 453-5200
- OLATHE CHRYSLER-PLYMOUTH-
ISUZU 130 N Fir ----- 829-1440
- RAYTOWN DODGE CO
10000 E 350 Highway ----- 737-2500

Listings of this classification are continued on next page

Is your business unique from others?
Do you offer something special?
Then tell your customers about it in the place they look when they're ready to buy. *The One and Only* Southwestern Bell Yellow Pages. A directory representative can help you design an effective ad that tells people everything they should know about your business.

Thrifty Car Rental

**Open Saturdays, Sundays & Holidays
...and special low rates everyday!**



- Limited free mileage on all vehicles
- Call for local area pick-up
- Insurance replacement rates
- Airport valet parking



Thrifty features quality products of the Chrysler Motors Corporation

DOWNTOWN KANSAS CITY

842-8550

2001 Baltimore
(One block west of 20th & Main)

KCI AIRPORT AREA

464-5670

11530 NW Prairie View Rd
(Exit 112th Street on I-29 North)

For Worldwide Reservations Toll Free - Dial "1" & Then 800 367-2277

Thrifty Rent-A-Car System Licensee

Need a Car?

We Deliver!



REPLACE YOUR DAMAGED OR STOLEN CAR **FAST**

- FREE Delivery
- NO CHARGE, Unlimited Mileage
- QUALITY Ford, Chrysler & GM Cars
- AFFORDABLE Rates
- Week-End, Business & Vacation SPECIALS!

Serving

| | | | |
|-------------|-------------------|---------------|-------------|
| Bethel | Gladstone | Lenoxa | Liberty |
| Mission, KS | Mission Hills, KS | N Kansas City | Olathe |
| Parkville | Pleasant Valley | Raytown | Shawnee, KS |

KANSAS CITY

631-3993

11111-W 59 Terrace, Shawnee KS

FOR OUT OF TOWN RESERVATIONS:
TOLL FREE DIAL "1" 800 232-9555

**Car Wrecked, Stolen,
Disabled?**



AGENCY RENT-A-CAR

- FREE DELIVERY
- LOW DAILY AND WEEKLY RATES AVAILABLE
- WE HONOR MOST MAJOR CREDIT CARDS
- WE FEATURE FORD, CHRYSLER AND GM PRODUCTS

Serving

| | | | |
|--------------|-----------------|------------------|------------|
| Blue Springs | Bonner Springs | Gladstone | Grandview |
| Independence | Kansas City, KS | Lees Summit | Levenworth |
| Liberty | Olathe, KS | Overland Pk., KS | Raytown |

OVERLAND PARK

451-1867

1575 North Universal Avenue, Kansas City

KANSAS CITY

231-1884

FOR OUT OF TOWN RESERVATIONS:
Toll Free Dial "1" 800 321-1972

Is Your Car Wrecked, Stolen, or Disabled?

- Free Delivery
- No Mileage Charge
- We Honor Most Major Credit Cards
- We Feature Ford, Chrysler and GM Products
- Weekend and Vacation Specials

KANSAS CITY
587-2650

| Serving |
|-------------------|
| Belton |
| Blue Springs |
| Grandview |
| Independence |
| Leavenworth, KS |
| Lee Summit |
| Lenexa, KS |
| Liberty |
| Overland Park, KS |
| Prairie |
| Raytown |
| Smithville |



FOR OUT OF TOWN RESERVATIONS:
TOLL FREE DIAL "4" 800 843-1143

Automobile Renting & Leasing- (Cont'd)

CHRYSLER RENTAL SYSTEM

NEIGHBORHOOD
RENTALS
AT
NEIGHBORHOOD
RATES.

We Are A Total Transportation Center



"FOR INFORMATION CALL"

CLASSIC CHRYSLER PLYMOUTH INC
6801 State Av ----- 788-3333
DELTA DODGE 6640 State Av --- 334-2700
GLADSTONE DODGE
5610 N Oak Trfwy ----- 455-3500
MITCH CRAWFORD'S HOLIDAY
CHRYSLER
New Cars 9209 E 350 Highway --- 356-9500

Classic Chrysler Plymouth Inc
6801 State Av ----- 788-3333
**CRAWFORD'S HOLIDAY RENTAL &
LEASING CO**
9209 E 350 Highway ----- 356-9500
★FOR MORE INFORMATION
See Advertisement This Page

You're looking at the recognized buyers guide in your city. That's right, *The One and Only* Southwestern Bell Yellow Pages. Where else can you find every business in town, complete with all the information consumers need to make smart shopping decisions? Names, addresses, hours, services, telephone numbers and more-- it's all here in one package.

CRAWFORD'S RAYTOWN DODGE
10000 E 350 Highway ----- 737-2500
★FOR MORE INFORMATION
See Advertisement Page 137
Cunningham Oldsmobile-GMC Inc
New Cars 555 W 103 ----- 941-0555
DAHMER CHEVROLET
10401 E Independence ----- 836-8420
DIAL-A-CAR
DAILY, WEEKLY, MONTHLY NEW - USED
VISA - MASTERCARD
OPEN MON THROUGH SAT
7630 Troost ----- 333-4844

DICK SMITH-SYSTEM-ONE RENT-A-CAR
9505 E 350 Highway ----- 353-7788
★FOR MORE INFORMATION
See Advertisement Page 133

DOLLAR RENT A CAR
8300 W 63 ----- 831-4733
110 Armour Rd ----- 421-5666
Kansas City Int'l Airport ----- 243-5600
675 N Rawhide Dr ----- 829-8662
★FOR MORE INFORMATION
See Advertisement Page 139

DON STEIN BUICK ISUZU
Long Term Leasing
7733 Metcalf Av ----- 648-4000

*listings of this classification are
continued on next page*

Some businesses may include such words as "guarantee", "authorized", "certified", "accredited", as part of their firm name. These may not be intended to imply a specific authorization, certification or accreditation in connection with their business. If in doubt, ask the business or company for details.

Rental & Leasing Service

BROADWAY
Ford

- Fleet and individual leases tailored to your needs
- Rent a big vacation car or luxury van conversion
- Long and short term leasing
- Most major credit cards accepted
- Daily, Weekly & Monthly Rates



**RENT-A-CAR
LEASING**

BROADWAY FORD

753-4915
3401 BROADWAY



**CHRYSLER
LEASING SYSTEM**

**THE LEASING
PROFESSIONALS**



- A PLAN AND RATE TO FIT YOUR NEEDS
- PASSENGER VAN RENTALS

- COMPARE OUR LOW RATES
- PERSONALIZED QUOTATIONS
- ALL SIZES AND MODELS

**CRAWFORD'S HOLIDAY
RENTAL & LEASING CO**

356-9500

9209 E. 350 HIGHWAY, RAYTOWN

Automobile Renting & Leasing- (Cont'd)

BOGGS DODGE INDEPENDENCE
 1700 S Noland Rd. ----- 833-2100
 FOR MORE INFORMATION
 See Advertisement This Page

Enterprise Fleets Inc
 2800 Rockcreek Pkwy ----- 472-5599

Enterprise Leasing And Rent-A-Car
 12601 W. 95 ----- 894-0400
 800 Grand ----- 842-4700
 606 E 99 ----- 941-2500
 3850 S Noland Rd Independence ----- 836-3200
 6915 N Oak Trfwy ----- 436-6900
 4038 State Av ----- 371-0070

ENTERPRISE LEASING/RENT-A-CAR
 7800 Metcalf ----- 383-1300
 FOR MORE INFORMATION
 See Advertisement Page 134

EXECUTIVE AUTO
 43910 E Noland Ct ----- 252-9292

BELB FAMILY LEASING
 825 Minnesota Av ----- 371-4144

FORD AUTHORIZED LEASING SYSTEM

CALL YOUR LOCAL FALS MEMBER FOR FLEET AND INDIVIDUAL LEASES TAILORED TO YOUR NEEDS.

FALS
 FORD AUTHORIZED LEASING SYSTEM

FOR INFORMATION CALL
 BILL WOODS FORD
 5025 NE Antioch Rd ----- 454-4200
 BLUE SPRINGS FORD INC
 New Cars 3200 S Outer Rd ----- 229-4400

listings of this classification are continued

The answer to almost any buying problem is quickly solved by consulting *The One and Only* Southwestern Bell Yellow Pages.

FORD AUTHORIZED LEASING SYSTEM- (Cont'd)

BOOTS WILLIAMS FORD
 New Cars & Service
 South 71 Highway & Red Bridge
 Exit ----- 761-1881

BROADWAY FORD
 Main Office 3401 Broadway ----- 753-4915

CROSSLEY GARY FORD
 I-35 & 152 Hwy Liberty Mo ----- 781-4844

ECK RUSTY FORD LINCOLN MERCURY
 4501 S 4 St Trafficway
 Leavenworth Ks ----- 913 727-1650
 Or ----- 384-4671

INDIAN SPRINGS FORD
 New Cars 4805 State Av ----- 287-2000

JOHN CASTER FORD INC
 8200 Wornall Rd ----- 333-5600

METRO LEASING 1214 E 47 ----- 561-8700

MIDWAY FORD TRUCK CENTER INC
 7601 NE 38 ----- 455-3000

OLATHE FORD
 1845 E Santa Fe Olathe ----- 782-0921

SHAWNEE MISSION FORD INC
 11501 W 63 Shawnee ----- 631-0000

SUMMIT FORD INC
 New & Used Cars & Trucks
 Sales & Service
 50 Hwy & Chipman Rd ----- 524-6550

SYSTEMONE LEASE-A-CAR INC
 Raytown 9505 E 350 Highway ----- 353-7788

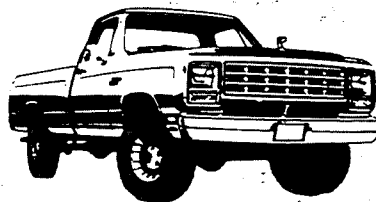
THOROUGHbred FORD
 Independence At Paseo ----- 221-1818

WILLIAMS FORD
 New Cars & Service
 South 71 Highway & Red Bridge
 Exit ----- 761-1881

listings of this classification are continued on next page

Two ways to save money: Clip the coupons in the Gold Pages section at the back of the directory; and use the coupons every chance you have.

Rent or Lease by the Day, Week, Month, or Year



- MOST SIZES AND MODELS
- WE HONOR MOST MAJOR CREDIT CARDS
- COMPARE OUR LOW RATES



737-2500 CRAWFORD'S RAYTOWN DODGE

10000 E 350 HWY

Shawnee Mission Ford



NEWEST MODEL FORDS

LEASE OR RENT ALL SIZES BY DAY • WEEK • MONTH • YEAR

- Pickups and Econoline cargo vans. 15 passenger & luxury conversion vans. Mini vans, 4 x 4's & convertibles.
- Economy compacts to luxury 4 doors. Escorts, Tempos, Taurus, Mustangs, Thunderbirds & Crown Victorias.
- Station wagons - all sizes & models.

FORD RENT-A-CAR

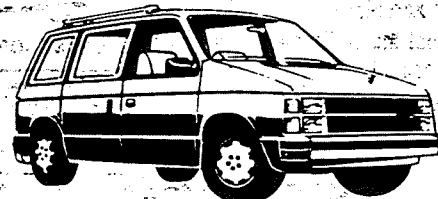


631-0000

11501 W. 63rd (3 lights west of I-35)



NEIGHBORHOOD RENTALS AT NEIGHBORHOOD RATES



Dodge Caravan SE

• FREE PICK-UP AND DELIVERY

- All sizes and models
- A plan and rate to fit your needs
- Rent by the day, week or month

DOUG'S DODGE

INDEPENDENCE
 1700 S NOLAND

833-2100

Hertz

A complete range of special low business and vacation rates.

Local Service

243-5765
 Kansas City Intl Airport
 902 Tel Aviv Ave.
 24 hour service

421-0300
 1217 Wyandotte

531-2112
 Alameda Plaza Hotel
 Wornell Rd. & Ward Pkwy.

Worldwide Reservations call toll free dial "1" & then 800-654-3131

Most major credit cards accepted.

You don't just rent a car.
 You rent a company.™

Hertz rents Fords and other fine cars.
 Hertz Rent A Car.



Automobile Renting & Leasing- (Cont'd)

FORD RENT-A-CAR 11501 W 63 ----- 631-0000
 *FOR MORE INFORMATION
 See Advertisement Page 137

FORD RENT-A-CAR SYSTEM

RENT A THUNDERBIRD, CROWN VICTORIA, TAURUS, ESCORT, TEMPO, MUSTANG OR EXP FOR A DAY, WEEK OR MONTH. "LOW RATES" INCLUDE INSURANCE. Phone for Model Availability



FOR INFORMATION CALL

BILL WOODS FORD
 15 Passenger Club Wagons Available
 5025 NE Antioch Rd ----- 454-4200
BOOTS WILLIAMS FORD
 New Cars & Service
 South 71 Highway & Red Bridge
 Exit ----- 761-1881
BROADWAY FORD
 Main Office 3401 Broadway ----- 753-4915

listings of this classification are continued

You're looking at the recognized buyers guide in your city. That's right, *The One and Only* Southwestern Bell Yellow Pages.

Where else can you find every business in town, complete with all the information consumers need to make smart shopping decisions? Names, addresses, hours, services, telephone numbers and more-- it's all here in one package.

FORD RENT-A-CAR SYSTEM-(Cont'd)

CROSSLEY GARY FORD
 1-35 & 152 Hwy Liberty Mo ----- 781-4844
INDIAN SPRINGS FORD
 New Cars 4805 State Av ----- 287-2000
JOHN CASTER FORD INC
 8200 Wornall Rd ----- 333-5600
METRO FORD INC
 Sales
 2860 S Noland Rd Independence ----- 254-9800
OLATHE FORD 1845 E Santa Fe ----- 782-0888
SHAWNEE MISSION FORD INC
 11501 W 63 Shawnee ----- 631-0000
SUTTON-KOLMAN FORD SALES
 195 & State Av Tonganoxie Ks ----- Mission Ks Tel No 831-2962
SYSTEMONE RENT-A-CAR
 Raytown 9505 E 350 Highway ----- 353-7788
THOROUGHbred FORD
 Independence At Paseo ----- 221-1818

Frazier Enterprises 1105 E 31 ----- 531-5588
GENE WILMOTH PONTIAC BUICK GMC
AMC JEEP RENAULT
 1500 E Santa Fe Olathe ----- 782-1500
Great Western Rent-A-Car & Stagecoach Co 10245 State Line -942-9070
GREATER KANSAS CITY FORD DEALERS
 11501 W 63 ----- 631-0000
 *FOR MORE INFORMATION
 See Advertisement Page 131

listings of this classification are continued on next page

Some businesses may include such words as "guarantee", "authorized", "certified", "accredited", as part of their firm name. These may not be intended to imply a specific authorization, certification or accreditation in connection with their business. If in doubt, ask the business or company for details.

Rent A Ford By The Day, Week Or Month

- 15 Passenger Club Wagons Available
- Ask About Our Special Weekend & Holiday Rates
- Rent A Big Vacation Car Or Aerostar
- Most Major Credit Cards Accepted
- Low Daily Rentals



CLUB WAGON



JOHN CASTER FORD INC.
333-5600
 or 444-3075
 8200 WORNALL RD.

SEARS

Car & Truck Rental



USE YOUR SEARS CREDIT CARD

- Low Low Rates
- We feature quality built products of Chrysler Motors Corp. and other fine cars
- Economy to full size cars available
- For out-of-town reservations call Toll Free Dial "1" 800 527-0770

For Local Reservations Call:

262-9090

Downtown

1227 Wyandotte

Kansas City

International Airport

Overland Park

7501 W. 63rd

Gladstone

6700 N. Oak Traffic Way

Olathe

Check with local office for rental requirements

Sears Rent A Car

040855 © Southwestern Bell Media, Inc. 1987

Automobile Renting & Leasing- (Cont'd)

HAL QUINN BUICK-GMC- HONDA
 32 & Noland Rd Independence ---836-0404
 Hertz Car Sales 3125 S Noland-----252-6888
HERTZ RENT A CAR
 Hertz's Office Reservations
 Adams Mark Hotel
 At The Sports Complex -----737-2900
 Hertz's Office Reservations-----737-2900
 Local Reservations
 Kansas City International
 Airport-----243-5765
 Kansas
 Marriott Hotel
 10800 Metcalf Av -----451-8015
 Missouri
 Crown Center Hotel -
 1 Pershing Rd -----472-0095
 Alameda Plaza Hotel
 Wornall Rd & Ward Pkwy ---531-2112
 1217 Wyandotte -----421-0300
 ★FOR MORE INFORMATION
 See Advertisement Page 138

HERTZ RENT A CAR
 Toll Free-Dial "1" & Then ----800 654-3131
 Hicks Bros Chevrolet Inc
 New Cars
 11701 Hickman Mills Dr -----763-4000
HONDA LEASING--
 HAL QUINN AUTOMOTIVE HDQTRS
 32 & Noland Rd -----836-0404
 O'NEILL HONDA
 We Lease New Cars-All Makes
 80th & Metcalf -----648-7980

JACK MILLER LEASING
 30 NE Vivion Rd -----453-5200
 John Caster Ford Daily Rental
 8008 Wornall Rd -----444-3075
JOHN CASTER FORD INC
 8200 Wornall Rd -----333-5600
 ★FOR MORE INFORMATION
 See Advertisement Page 138

KWIK AUTO RENTAL LEASING & SALES
 6407 NW 71 Highway -----891-7444
 6627 Blue Ridge Blvd-----358-7444
 ★FOR MORE INFORMATION
 See Advertisement Page 140

LEND LEASE-CAR LEASING
 11055 Cedar -----491-6868
LINCOLN-MERCURY LEASING SYSTEM

AUTHORIZED
 LEASING
 SERVICE



FOR INFORMATION CALL

BANNISTER LINCOLN MERCURY
 8300 E 87 -----333-6400
FRED SMITH LINCOLN-MERCURY
 New Cars And Service Dept
 3237 S Noland Rd -----833-4700
WORTH TOWNE LINCOLN-MERCURY
 INC 21 NE Vivion Rd -----453-2710
SIGHT BOB LINCOLN
 MERCURYMERKUR INC
 8000 7701 Metcalf Av -----381-2100

BLACK CADILLAC

AUTHORIZED LEASING
 FOR
CADILLAC • PORSCHE AUDI
STERLING • SAAB

ALL OTHER MAKES & MODELS

756-3300

**ANDY KLEIN
 PONTIAC-GMC, INC.**

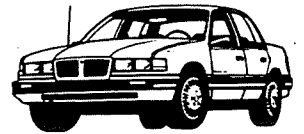
● AUTOMOBILES ● TRUCKS ● CONVERSION VANS
 BANK RATE & GMAC • FINANCING AVAILABLE
ALL GM MODELS AVAILABLE



642-5050
 7801 METCALF AV



BUSINESS IS FINE AT
 "Kansas City's
 Leasing Specialists"



Mr. Goodwrench



- One of America's largest dealer affiliated leasing companies
- We lease thousands of cars and trucks... all at once or one at a time
- All makes and models
- Equipment leasing



George Ballas

LEASING, INC.
(913) 334-1166
 6800 State Ave., Kansas City, KS 66112
 Halfway between I-635 and I-435



**TAURUS
 BOOTS WILLIAMS FORD**

JUST SOUTH OF THE
 BANNISTER MALL ON
 S. 71 HWY & RED BRIDGE EXIT

761-1881

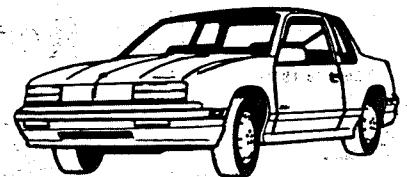
- SPECIALIZING IN TRUCK LEASING
- UP TO 48 MONTH/60,000 MILE MAINTENANCE LEASING AVAILABLE
- CHECK OUR LOW RATES
- MOST MAJOR CREDIT CARDS ACCEPTED



**DOLLAR[®]
 RENT A CAR**

- Day, week or month
- Weekend & holiday specials
- Major credit cards accepted

We feature fine GM cars like this
 Olds Calais



1600 worldwide
 locations to
 serve you

KANSAS CITY INT'L AIRPORT
243-5600
 962 Tel Aviv

N KANSAS CITY
421-5666
 110 Armour

OVERLAND PARK
831-4733
 8300 W. 63rd St
 (Located in Van Chevrolet)

OLATHE
829-8662
 675 N. Rawhide
 (Located in Dennis Chevrolet)

Out of town and worldwide
 reservations
1 800 421-6868

of this classification are
 on next page

The One and Only
 Bell-Yellow Pages
 who, what, where and
 who are ready to buy.
 message is seen.

Mercedes-Benz Aristocrat Motor Company



Authorized Dealer for Over 25 Years

LEASING

- SALES • SERVICE • PARTS •

677-3300

9400 W. 65 Shawnee Mission (65th at I-35)

Automobile Renting & Leasing- (Cont'd)

MATT FORD SALES INC

See Ad - Auto Dealers - New Cars
10 Miles East of Noland Road
on 24 Hwy

Buckner Mo-----252-8707

Metro Leasing 1214 E 47 -----561-8700

MILLER H E OLDSMOBILE INC

2015 Burlington-----221-3122

MITCHELL OLDSMOBILE INC

New & Used Cars 3440 Main-----531-9600

Compare your advertising in *The One and Only* Southwestern Bell Yellow Pages to your competitor's. What is your competitor offering? Do you offer more? Tell your customers all they need to know in your Yellow Pages ad.

NATIONAL CAR RENTAL



- Top condition cars
- Daily-Weekend-Weekly Rentals
- Major credit cards accepted
- We feature GM cars

You deserve National attention®

FOR RESERVATIONS CALL

NATIONAL CAR RENTAL SYSTEM
Worldwide Reservations
Toll Free-Dial "1" & Then
-----800 328-4567

listings of this classification are continued on next page.

Our new easier-to-use Index will help you save time when using *The One and Only* Southwestern Bell Yellow Pages.

TOTAL TRANSPORTATION CENTER

ALL MAKES & MODELS
INDIVIDUAL LEASE
FLEET LEASE

CARS - TRUCKS
NEW - USED

15 PASSENGER VANS
DAILY RENTAL

B & G LEASING INC.

SPECIALISTS IN FLEET SALES

283-3833

110 ARMOUR

INTERNATIONAL AIRPORT-----243-5600
110 ARMOUR-----421-5666
8300 W. 63rd-----831-4733
675 N RAWHIDE-----829-8662

BRANCH
OFFICES



AUTO & TRUCK-RENTING & LEASING

- RENT A CAR - DAY - WEEK - MONTH - LONG TERM
- FAST FRIENDLY SERVICE
- LOWER AUTO & INS. RATES
- ALL MAKES & MODELS
- INDIVIDUAL & FLEET LEASES

421-7700

400 Southwest Blvd
(Southwest Blvd & Broadway)

SARANN AUTO LEASING



BILL WOODS FORD



- Fleet and individual leases tailored to your needs

- 15 passenger Club Wagons

- Rent a big vacation car or luxury van conversion

- Rent by the day, week or month

- Most major credit cards accepted

454-4200

5025 NE ANTIOCH RD

NEED CHEAP WHEELS?

DAILY, WEEKLY & MONTHLY RATES

CARS

- Cash Deposits Accepted

VANS



921-5000

UGLY DUCKLING RENT-A-CAR 9108 E 40 HWY



Need A Car-Rent A Ford

- Immediate replacement vehicles
- 15 Passenger Club Wagons available
- Ask about our special weekend & holiday rates



782-0881

1845 E. Santa Fe Olathe

OLATHE FORD

OUR LEASES ARE SPECIAL

...and so are
OUR RATES!



THE LEASING
PROFESSIONALS

BUD BROWN LEASING CO

649-3000

91st & Metcalf

kwik auto

RENTAL - LEASING & SALES

- VANS & TRUCKS
- LOW LOW RATES
- INSURANCE RENTAL RATES

358-7444

6627 BLUE RIDGE BLVD

891-7444 OR 648-8822

Automobile Renting & Leasing- (Cont'd)

National Car Rental
 1620 Baltimore -----471-2755
 Sales Office 1620 Baltimore -----842-4015
New Plaza Pontiac-BMW
 4200 Main -----531-4200
New Union Chevrolet Inc
 9617 E-350 Hwy -----356-6610

OGDEN LEASING INC
 CORPORATE OR INDIVIDUAL LEASING
 ALL MAKES & MODELS
 HAROLD OGDEN - OWNER
 650 Broadway -----842-9677


OLATHE FORD
 New Car Sales & Service
 1845 E Santa Fe Olathe -----782-0881
 *FOR MORE INFORMATION
 See Advertisement Page 140

OLDSMOBILE DEALER LEASING AND RENTAL

OLDSMOBILE QUALITY. FEEL IT.
 LONG OR SHORT TERM LEASING

FOR INFORMATION CALL
CUNNINGHAM OLDSMOBILE-GMC INC
 New Cars 555 W 103 -----941-0555
KINDRED CHEVROLET & OLDSMOBILE INC Smithville -----532-0900
MILLER H E OLDSMOBILE INC
 2015 Burlingtn -----221-3122
MITCHELL OLDSMOBILE INC
 New & Used Cars 3440 Main -----531-9600
O'NEILL OLDSMOBILE
 New Cars 80th & Metcalf -----648-5400
SONNY HILL MOTORS INC
 7600 E 92nd Hwy Plattie City -----464-2144
WESTFALL-ODELL MOTORS INC
 Jct Hwys 10 & 69 -----637-3151
 Excelsior Springs
 Or Call Kansas City Tel No -----234-0257
ZAVALA OLDSMOBILE-GMC TRUCKS
 6736 State Av -----334-0100

O'NEILL OLDSMOBILE
 New Cars 80th & Metcalf -----648-5400
 Parrish Claude Car Rental
 Westowne Ofc Center -----781-7050

PAYLESS CAR RENTAL

 LOW RATES
 FREE MILES
 FREE PICKUP
 CURRENT MODEL CARS
 We Feature Ford Cars.

PAYLESS CAR RENTAL
 11832 Plaza Circle -----464-5522

PAYLESS CAR RENTAL
 11832 Plaza Circle -----464-5522
 *FOR MORE INFORMATION
 See Advertisement Page 134

PONTIAC DEALER LEASING & RENTAL
 RETAIL - COMMERCIAL
 LONG OR SHORT
 TERM LEASING AND/OR
 RENTING FROM YOUR
 AUTHORIZED
PONTIAC FULL SERVICE DEALER
"FOR INFORMATION CALL"
ANDY KLEIN PONTIAC GMC INC
 7801 Metcalf Av -----642-5050
BALLAS GEORGE P MOTORS INC
 6800 State Ave -----334-1166
BOYER GALEN MOTORS INC
 3107 South Noland Rd -----252-9800
**GENE WILMOTH PONTIAC BUICK
 GMC AMC JEEP RENAULT**
 1500 E Santa Fe Olathe -----782-1500

**PORSCHE AUTHORIZED DEALER
 LEASING AND RENTAL -
 MAJOR PORSCHE 3200 Main -----756-3300**

PORSCHE LEASING
 Bunker Motor Co
 Auto Sales & Leasing
 I-35 At W 87th Street -----888-6500

ROACH CADILLAC/JAGUAR LEASING
 ALL MAKES • ALL MODELS
 We Design The Lease for You
 80th & State Line -----361-2222

ROBERTS CHEVROLET INC
 115 W Gregory Blvd -----523-5490
ROBERTS ED CHEVROLET INC
 313 E Front -----422-1000

**SAAB AUTHORIZED DEALER LEASING AND RENTAL -
 MAJOR SAAB 3200 Main -----756-3300**

SARANN AUTO LEASING
 400 Southwest Blvd -----421-7700
 *FOR MORE INFORMATION
 See Advertisement Page 140

SEARS RENT A CAR 7501 W 63 -----262-9090
 *FOR MORE INFORMATION
 See Advertisement Page 138

SECURITY PACIFIC CREDIT CORP
 9200 Ward Pkwy -----363-9333
SHAWNEE MISSION FORD INC
 11501 W 63 Shawnee -----631-0000

SMITH ROGER & SONS AUTO CENTER
TOYOTA LEASING
 CARS • TRUCKS • VANS
 "WE LEASE FOR LESS"
 7301 State Av -----299-8600

SNAPPY CAR RENTAL

 200 CITIES
 NATIONWIDE
 Major Credit
 Cards Accepted
 Insurance Replacement Specialists
 Low Daily-Weekly Rates-Limited
 Free Mileage Free Pickup & Delivery
 Including Airports

NATIONAL RESERVATIONS
SNAPPY CAR RENTAL
 Toll Free-Dial "1" & Then -----800 762-7791
RENTAL LOCATIONS
SNAPPY CAR RENTAL
 7000 NW Prairie View Rd -----587-6931
 7133 W 95 -----649-5277

SystemOne Rent-A-Car
 Gladstone 344 NE 72 -----436-8777
 Independence
 3801-B S Noland Rd -----254-5500
 Overland Park 9529 Antioch Rd -----381-6080

THRIFTY CAR RENTAL
 Downtown Kansas City
 2001 Baltimore -----842-8550
 KCI Airport Area
 11530 NW Prairie View Rd -----464-5670

*FOR MORE INFORMATION
 See Advertisement Page 135

Thrifty Rent-A-Car
 KCI Airport Area
 11530 NW Prairie View Rd -----464-5670

UGLY DUCKLING RENT-A-CAR
 9108 E 40 Highway -----921-5000
 *FOR MORE INFORMATION
 See Advertisement Page 140

Van's Unlimited
 4400 NE Antioch Rd Kansas City -----452-5412

**VOLKSWAGEN LEASING -
 HEART VOLKSWAGEN-SUBARU**
 VW-Subaru
 7800 Wornall Rd -----361-7800

Wolfe Jay Acura
 Sales & Service 1029 W 103 -----942-1550
Wolfe Jay Honda Inc
 Sales & Service 7611 State Av -----334-6700

Automobile Repairing & Service

A-Advanced Transmission Service
 8520 Prospect -----361-4212

A-1 AUTO SERVICE
 MOTORS • TRANSMISSIONS
 ELECTRICAL • BRAKES
 TUNE-UPS
 1406 N 7 -----321-6550

A & A Auto Sales & Service
 9514 E 23 -----461-3234
 A A Transmission Service
 12822 N 7 Grandview -----761-2862

AAMCO TRANSMISSIONS
 World's Largest
 Transmission
 Specialists
 Automatics-Standards
 1 Day Svc.-Most Cases
 Free Towing-No Oblig.
 Ask about Lifetime Service
 Over 900 AAMCO® Ctrs. Coast to Coast



"FOR SERVICE CALL"
AAMCO AUTOMATIC TRANSMISSIONS
 Independence
 2319 Lee's Summit Rd -----833-4455
 Kansas City Ks 10' & State -----342-5000
 Johnson County 6144 Merriam Ln -----677-2911
 Kansas City South 7320 Troost -----523-5588
 Olathe Ks 1112 N Rogers Rd -----782-8866

A & B AUTOMOTIVE SERVICE CENTER
 2527 Southwest Blvd -----474-0730
 A & D Auto Service
 6210 Independence Ave -----241-6122
 A & J Auto Repair 3200 E 31 -----861-0044

Keeping up with the Joneses? Why not? Whether your competitor's name is Jones or Smith or whatever - don't let him have the unnecessary advantage of a larger ad in *The One and Only* Southwestern Bell Yellow Pages. Compete with him on the street and in the Book...take out a larger ad and tell more about you!

A-OK OVERLAND PARK TRANSMISSION
 8130 Metcalf -----648-5151
A-S Automotive Specialties
 6201 Kansas -----287-7920
A & T Automotive 7630 Troost -----444-3931
Able Muffler Shop
 Blue Springs
 605 S 7 Highway Blue Springs -----229-5676
Ace Auto Body Shop Inc
 Tune-ups-Mechanical/Electrical & Alarms
 3444 Prospect -----924-5664
Ace Auto Supply 1805 Central -----281-3039
Action Auto Repair
 17003 1/2 E 24 Highway -----257-0095
ACTON'S AUTO SERVICE
 1916 Armour Rd -----842-0110
Adams Auto Service
 13212-A S 71 Hwy -----763-2130
Addison's Metro Plaza Garage
 2611 E 68 -----444-7890
Adkins Service Center
 512 E Linwood Blvd -----531-1212
ALANDON'S BEELINE ALIGNMENT SERVICE
 Car-Truck-Frame-Body-Tow
 6224 Kansas Av -----596-1770
All Automotive Service
 5752 Merriam Dr -----677-3464
Allkars Standard 6112 Blue Ridge -----353-5567
Al's Auto Repair 8 W Orchard -----524-2969
American Import Repair
 5922 Leavenworth Rd -----299-0138

listings of this classification are continued on next page

Don't fuel around. When you want to make every drop of gas count, you'll get more mileage by shopping *The One and Only* Southwestern Bell Yellow Pages. Why waste gas and time driving around town when you can know before you go. The Yellow Pages is your resource.



FREE RIDE TO WORK

AUTOMOTIVE DOWNTOWN & PLAZA

"We Specialize in Your Whole Car"

COMPLETE MECHANICAL SERVICE



- Air Cond.
- Brakes
- Engines
- Mufflers
- Radiators
- Transmissions
- Tune-Ups

Open
Weekdays 7:30 - 5:30

CHRISTIAN OWNED & OPERATED

USE OUR GOLD PAGES COUPON

474-6565



125 Southwest Blvd.
(Near Crown Center)



Want to avoid wasted trips and lost time? Start out in *The One and Only* Southwestern Bell Yellow Pages first. With one call you can find out if the item is in stock.

Want to find the nearest authorized dealer of a brand name product? Look under the classification for the product you need.

SUBSTITUTE HOUSE BILL NO. 2933

1 An act relating to notice regarding the offering of a
2 collision damage waiver option in connection with the rental
3 of a motor vehicle.

4
5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF KANSAS:

6
7 Section 1. In this Act, "collision damage waiver"
8 means an optional provision in a motor vehicle rental agree-
9 ment between the renter of a motor vehicle and the lessor of
10 the motor vehicle by which said lessor agrees, for a charge,
11 to waive the renter's responsibility for the loss of or
12 damage to the rented motor vehicle, during the term of the
13 rental.

14
15 Section 2. No lessor of a motor vehicle may require the
16 purchase of a collision damage waiver by a renter of a motor
17 vehicle as a condition of such rental.

18
19 Section 3. At or prior to the time of rental of a motor
20 vehicle, the lessor of such vehicle shall provide the renter
21 or prospective renter of such vehicle with a written notice
22 as provided in Section 4.

23
24 Section 4. The written notice required to be given, as
25 provided in Section 3 shall be printed in at least ten (10)
26 point type and shall disclose that:

- 27
28 (a) the purchase of a collision damage waiver is
29 optional;
30
31 (b) a collision damage waiver option is not insurance;
32
33 (c) the renter's automobile insurance policy may provide
34 coverage for loss of or damage to the rental vehicle;
35 and
36 (d) by signing the rental agreement, the renter may
37 become responsible for any loss of or collision
38 damage to the rental vehicle, regardless of fault.

same vehicle. HB2933 seems to recognize this distinction, although the terms are mixed in places. For example, line 29 of the bill makes reference to the term "leased vehicle".

Even though there may be several questions about semantics, this is not where our primary concern lies. Under HB2933 many car dealers who have lease/rental operations as part of their retail business will be subjected to the jurisdiction of the Commissioner of Insurance and required to pay \$100.00 for a license.

We think this bill puts us in the insurance business. We are not in the insurance business, our actions are already generally regulated through the dealer licensing arm of the Department of Revenue and we are strongly opposed to this bill and its concept.

This bill represents the very worst of "red tape" for a common businessman. It requires the filing of our rental agreements with the Commissioner and essentially treats them as insurance. It requires the addition of language to rental agreements warning individuals of information which most Kansas adults should be aware of anyway, i.e., their own mandatory auto insurance may or may not cover damage they cause to the vehicle, but they may pay the lessor a fee and he will waive the lessee's responsibility for damage the lessee causes.

Section 7 of this bill goes into a litany about rates

charged for collision damage waiver contracts and will require data to be compiled to justify these rates. This in itself will require more employee time, greater business investment and legal expense to viable and productive Kansas businesses. These are all expenses which will be and must be passed on to consumers. Administrative expenses such as those this act will mandate do not come cheap.

We have members who have large leasing/rental operations. However, medium and small scale operations also abound which don't need such extreme regulation. While inquiring of our members about whether or not we should oppose this bill, the comments our dealers gave us across the board were that this bill makes the simple offer of a damage waiver contract the business of selling insurance. Once again, we are not and do not want to be in that business.

These types of contracts provide the benefit of peace of mind to drivers who do not want to take the time to check their own insurance, do not know what their insurance provides, or want to make sure they have coverage. The average driver surely knows what he is doing when he approves the waiver provision. If there are fraudulent or oppressive practices taking place with these contracts, we do not condone those practices and suggest other laws may serve to address those practices, such as the Kansas Consumer Protection Act. Whatever the case, we cannot willingly

subject ourselves to additional regulation of this nature.

Thank you for the opportunity to provide the views of our members. We urge you to vote against this measure.

Independent Insurance Agents of Kansas

917 Topeka Avenue, Topeka, Kansas 66612 (913) 232-0561



Larry W. Magill, CPCU, CLU, AAI
Executive Vice President

February 24, 1988

The Honorable Larry Turnquist
State Capitol
Topeka, Kansas 66612

Dear Larry:

RE: HB 2933 Regulating Collision Damage Waiver Contracts

Dear Larry:

Because of our Day at the Capitol activities on February 25, 1988, we will be unable to testify on HB 2933 during the Insurance Committee hearings that day. However, I would like for you to advise the committee that we support the concept of regulating collision damage waiver coverage offered by rental car companies.

When you consider that most rental companies charge \$10 per day for collision damage waiver, they are receiving \$3,650 per year for physical damage coverage on that auto, if it is rented every day of the year. These rates are clearly excessive and are being used to subsidize low advertised daily rental rates that are misleading to consumers.

We believe that the rates and form of the collision damage waiver coverage should be regulated by the Kansas Insurance Department. We have seen a consistent practice over the years by the rental companies of changing the terms of the collision damage waiver each time the insurance industry broadens the coverage available to consumers under their personal or commercial auto policies. Clearly, the rental companies want to force consumers to purchase the CDW.

As you know, on a personal auto policy, the Insurance Services Office now includes coverage on their form for rental cars under comprehensive and collision. Unfortunately, if an insured does not carry comprehensive and collision on their personal autos, then they have no coverage for rental vehicles.

The Honorable Larry Turnquist
February 24, 1988
Page 2

On the commercial auto side, the issue is significantly more confused. With the new commercial auto policy, there is no contractual coverage for the physical damage to a rental car. With hired non-owned auto liability coverage there is coverage for the commercial business' liability exposures, but not for physical damage to the rented car. We hope to get this corrected by working with the Insurance Department and the Insurance Services Office. Nevertheless, at the moment, most commercial insureds are being forced to purchase the CDW coverage from rental companies.

Although I have not had an opportunity to review your bill with our Government Affairs Committee, I do not believe the association feels that it is essential to license personnel selling CDW for rental companies. We do support giving the Insurance Department control over the form of the CDW contract and especially the exclusions such as driving the vehicle on non-paved roads and over rates.

We will be happy to provide additional information to the committee at a later date, if that is your desire. We do appreciate the opportunity to offer our comments.

Sincerely,



Larry W. Magill, Jr.
Executive Vice President

akw

cc: IIAK Government Affairs Committee

EDITORIAL

It's high time for the high sheriff

"When it appears there is no sheriff in Dodge, you do as you damn well please." — an analysis of the title insurance industry in Johnson County, made by the owner of a title insurance agency.

It's high noon, then. And high time that the title insurance industry not be allowed to operate any old way it jolly well pleases. Especially if unregulated operations are costing Johnson County homebuyers hundreds of thousands of dollars and violating the Kansas Unfair Trade Practices Act.

The Kansas Insurance Department is investigating such allegations: that several title insurance companies are paying real estate firms to funnel business their way, and that the money for those payments comes straight from the pockets of homebuyers in the form of closing costs.

Allegations and investigations are just that. But several industry observers say some title insurance companies and some real estate companies have for the past four or five years operated with a free, unregulated style.

We commend the Kansas Insurance Department for investigating the allegations. We hope the allegations are untrue. But we encourage the insurance department to make an exhaustive study into both the allegations specifically, and the title insurance industry in general. It appears that the insurance department is doing just that. State insurance officials say that regardless of the investigation's outcome, it's likely the department will issue additional guidelines on what is and is not allowed under the Kansas Trade Practices Act.

The insurance EXHIBIT VI situation as it should be. The situation now calls for a similar inquiry by



STATE OF KANSAS

KANSAS INSURANCE DEPARTMENT

420 S.W. 9th
Topeka 66612-1678 913-296-3071

1-800-432-2484
Consumer Assistance
Division calls only

FLETCHER BELL
Commissioner

Bulletin 1987-20

TO: All Insurance Companies Authorized to Write Title Insurance

IMPORTANT: FOR DISTRIBUTION TO SUPERVISORS OF KANSAS OPERATIONS

FROM: Fletcher Bell *F.B.*
Commissioner of Insurance

SUBJECT: Rebates and Other Inducements in the Sale of Title
Insurance
K.S.A. 40-2404(14)

DATE: September 21, 1987

As advised in Bulletin 1987-11, dated April 23, 1987, this Department has received several complaints concerning the captioned subject and has investigated several alleged violations of the Kansas Unfair Trade Practices Act, K.S.A. 40-2401 through K.S.A. 40-2414. These investigations have resulted in the issuance of five Consent Orders whereby the alleged violators have agreed to cease and desist certain practices and arrangements. We have summarized our findings below for your information and review.

1. Realtor Owned Title Agencies

We investigated several situations which involved realtor owned corporations which performed little or no functions and subcontracted all or a substantial portion of the work to another title insurance agency. The title insurance agency would perform services under the subcontract. The charges for these services were less than the charges associated with the same services for the title agency's direct business. These arrangements generated profits for the realtor owned corporation which were available for distribution to the realtor owner(s). These arrangements were found to have provided financial inducements for realtors to refer title insurance to the title insurance agency.

2. Advisory Fees

Another type of alleged violation is title insurance agencies paying "advisory fees" to realtors who refer business to the title agency. The advisory fees were found to have provided a financial inducement for realtors to refer title insurance to the title insurance agency.

3. Providing "Closers" to Realtors

The third type of alleged violation is an arrangement pursuant to which a title insurance agency directly or indirectly paid the salary of a real estate closing secretary located in the office of a real estate company which referred orders to the title agency. A special favor or advantage not generally available to other real estate agencies may constitute a violation. This particular arrangement was found to have provided a financial inducement for these realtors to refer title insurance business to the title insurance agency.

4. Coupons or Discount Certificates

The utilization of coupons or discount certificates is an illegal offer to rebate if the same are honored only upon presentation. If the discount is honored for all members of a specific class of insureds regardless of whether or not the coupons or certificates are presented, we believe this type of arrangement is deceptive or misleading. The coupons or certificates purport to have value when, in fact, they do not. In such cases, the Department will pursue violations of K.S.A. 40-2403 as defined by K.S.A. 40-2404(2).

5. Other Arrangements

Other arrangements such as leases between realtors and title agencies may constitute violations if the lease is taken in exchange for title insurance referrals and either the rent is in excess of fair market value or the title agency does not have an intended use for the space.

The purpose of this Bulletin is to advise all title insurance companies to immediately notify their agents and personnel of the kinds of situations that were the subject of our recent investigation and to specifically inform all concerned that this office will pursue appropriate administrative action for any of these similar activities discovered or brought to our attention.

We also request that you acknowledge your receipt and understanding of and intent to comply with this Bulletin within 30 days. Please direct your reply to Mr. Tim Elliott.

TO: House Committee on Insurance

Date: February 25, 1988

FROM: Kansas Land Title Association

SUBJECT: Testimony on House Bill 2955, Regulation of Title Insurance Rates

The Kansas Land Title Association, representing over 200 abstract and title insurance companies through the State of Kansas, OPPOSES House Bill 2955 for the following reasons, to-wit:

- A. This bill is the result of some charges arising from Johnson County involving allegations of payments or other inducements made by title companies to real estate companies to secure business. Complaints did not arise from consumers, but rather from within the title industry. The Insurance Department felt that there may have been a violation of the Kansas Unfair Trade Practices Act and sent Bulletin 1987-11 to all title companies reminding them of the prohibitions against rebates and illegal inducements. The Kansas Unfair Trade Practices as well as Federal anti-trust and trade regulation laws (i.e. Sherman Act, the Clayton Act, the Robinson-Patman Act and the FTC) adequately control the alleged abuses in Johnson County. Filed rate regulation alone is not the answer to all the problems in the title industry. Of the 105 counties in Kansas, the only complaints involving the title industry come from Johnson County. The problems of one county do not warrant statewide rate regulation under the provisions of the proposed bill.
- B. The Kansas Land title Association is presently studying the possibility of a comprehensive title code which would address the issues of title insurance rates and all related charges and business practices, and would specifically address the problems of Johnson County. House Bill 2955 DOES NOT address all the problems of the title industry and is not a complete solution to these problems.
- C. If rate regulation is passed and permits regulation of the risk rate, and the search, abstracting and examination charge, and all is included as premium, the state will undoubtedly charge a premium tax; the end result is an increase to the consumer.

When not warranted, private business does not need more government intervention; such intervention ultimately costs the consumer due to increase costs of doing business.

D. House Bill 2955 does not address the unique nature of title insurance. Regulation of title insurance rates should not be thrown into the casualty area, because title insurance is not casualty insurance. A title insurance premium includes not only a risk rate, but also compensation for title searches, examination and abstracting. Every title is unique and involves different work effort, and House Bill 2955 does not address the fact that titles in different parts of the state will involve different efforts to realize risk elimination.

E. The Kansas Land Title Association recommends that more comprehensive legislation be introduced if title insurance rate regulation is deemed necessary. The Association recommends that the Committee place this bill in interim study in order that our existing Committee can work with the legislature toward adopting legislation that will address all the needs of the title industry and the consumer.

Sincerely,

Kansas Land Title Association

Roy Worthington
Legislative Chairman

RW/dee

1986 Kansas Title Statistic

| Company | Premium | Other Income | Share of Market | Losses | Change |
|--------------|-----------|--------------|---------------------|---------|--------|
| Columbian | 2,107,574 | 71,794 | 23.241 | 194,952 | +5.33 |
| CTIC | 1,502,140 | 1,161,645 | 16.69 | 198,914 | +1.41 |
| Lawyers | 1,281,721 | 546,218 | 14.24 | 77,953 | -5.95 |
| TICOR | 1,046,563 | 228,862 | 11.62 | 239,333 | +0.41 |
| Commonwealth | 846,974 | 6,526 | 9.41 | 5,047 | -1.08 |
| TIM | 511,446 | - | 5.68 | - | +1.08 |
| Insured | 460,339 | - | 5.11 | 4095 | +1.70 |
| Safeco-Depon | 418,033 | - | 4.64 | 99,569 | -.38 |
| 1st AM-MA | 397,413 | 10,410 | 4.41 | 13,378 | -2.36 |
| Universal | 286,805 | - | 3.18 | - | +1.49 |
| Stewart | 103,405 | - | 1.14 | 32,000 | -.87% |
| Natl Attys | 25,756 | 25,978 | .28 | - | +0.10 |
| American | 11,108 | - | .12 | - | -.49 |
| TOTALS | 8,999,292 | 2,161,433 | 129.3476 | 649,841 | +19.34 |