

TOWN OF SOUTH KINGSTOWN



RULES AND REGULATIONS FOR MOTOR VEHICLE DAMAGE CLAIMS

November 2, 2006
Rev. April 1, 2015

TOWN OF SOUTH KINGSTOWN
RULES AND REGULATIONS
FOR
MOTOR VEHICLE DAMAGE CLAIMS

1. Purpose:

The purpose of these Rules and Regulations is to establish a procedure, which allows recovery for damage incurred to motor vehicles by reason of a pothole on any Town highway, causeway, or bridge.

2. Authority:

These Rules and Regulations are promulgated to process claims by the Town's Claim Committee.

3. Definitions:

Claim – Written request for compensation for damage incurred to a motor vehicle caused by a pothole, or other right-of-way condition, up to and not exceeding the sum of three hundred dollars (\$300.00).

Final Town Decision – The decision of the Town, as directed by the Town's Claim Committee notice of approval or denial of claim.

Non-Reimbursable Costs – Non-Reimbursable costs shall include, but not be limited to, lost wages to secure estimates or to effectuate vehicle repairs, car rental charges, etc.

Reimbursable Costs – Reimbursable costs are strictly limited to pro-rated parts and labor for vehicle claims authorized by the Town.

Town – The Town of South Kingstown

4. Procedure for Filing a Pothole Claim:

(a) Claims must be submitted to:

Ms. Julie Mason, Procurement Administrator
Town of South Kingstown, Town Hall
180 High Street
Wakefield, RI 02879

(b) Claims must be submitted by the registered owner and postmarked or received within seven (7) days from the date on which the damage was incurred.

(c) Claimant must furnish the following documentation:

1. Description of the exact, verifiable location of the pothole encountered (closest pole or street address, direction of travel, lane identification, etc.); and
2. Date and time damages incurred; name, address, and telephone number of all witnesses; and
3. *If the motor vehicle is registered in another state*, a copy of a statute in the state of registry, comparable to RI Gen; Laws § 24-8-35, which affords similar protection to persons owning motor vehicles registered in Rhode Island; and
4. Copy of police report, police complaint, tow report, auto club report, or equivalent documentation; and
5. Copy of motor vehicle registration, and in the case of a leased vehicle a copy of the vehicle lease or insurance certificate documenting the contractual relationship between the claimant and registered owner; and
6. Copies of itemized receipts and proof of payment for repairs or replacement with current odometer reading noted.
7. All documentation noted in items 3 – 6 must be submitted within thirty- (30) days from the date on which the damage was incurred.

5. Evaluation of Claims:

The Town is responsible for evaluating claims according to the following criteria:

1. To receive consideration for pothole or right-of-way condition vehicle damage reimbursement, the Town must have had prior notice of the pothole or deficient right-of-way condition prior to the claimant's vehicle damage (i.e.: the Town will not provide reimbursement for vehicle damage if the Town was unaware of the pothole or right-of-way condition deficiency).
2. The claim must be postmarked or received within seven (7) days from the date on which the damage was incurred, and all documentation noted in Section 4(c) above must be submitted within thirty (30) days from the date on which the damage was incurred; and
3. The existence of a pothole or right-of-way deficiency at the location described must be verified by the Town; and
4. Responsibility for the existence of the pothole or right-of-way deficiency must be fixed solely and exclusively by the Town and not another agency or private party; and
5. The pothole or right-of-way deficiency must be reasonably construed as the sole and proximate cause of the damage; and
6. Damage to a motor vehicle registered in another state will not be considered unless the state of registry has a statute affording similar protection to persons owning motor vehicles registered in Rhode Island see Sec. 4, (c), 3.

7. Windshield damage claims due to municipal winter storm sanding activities are not reimbursable since there is an inherent risk driving during winter storm events. Windshield damage claims as a result of third party vehicles are not reimbursable by the Town. Windshield damage claims as a result of municipal vehicles (during non-winter events) shall be considered on a case-to-case basis for reimbursement.

6. Processing Claims:

- (a) The Town will deny any claim not meeting the criteria described in Section 5 above.
- (b) The Town will review the merits of the claim and if approved, assess damages based upon actual paid receipts for repair or replacement, adjusted for depreciation.
- (c) The Town will issue a decision, approving or denying the claim; if approved, the claimant will receive a General Release, for completion.
- (d) Throughout the processing of a claim, the claimant has the responsibility to respond in a timely manner to requests for information or documentation. Failure of a claimant to provide such information or documentation within the time frame specified may result in closure of the claim file without further notice to the claimant.

7. Roads Under Construction by a Third Party Contractor

Whenever municipal roads are under construction by a third party contractor, the Town will forward claims for any vehicles damaged on said road, to the construction contractor for disposition.

8. Limit of Claim Reimbursement:

- (a) In the event the Town determines the claim has merit, under no circumstances shall the claim reimbursement exceed the sum of three hundred dollars (\$300.00).
- (b) Damages for windshield damage claims shall be limited to the claimant's insurance carrier windshield deductible or \$100.00, which ever is less.
- (c) The value of claims approved by the Town shall be pro-rated based upon the following schedule:
 - i. Tires – Remaining tread life or 50,000 tire mile life, whichever is less
 - ii. Motor Vehicle Parts – Part life of 100,000 miles

9. Severability:

If any provision of these Rules and Regulations or their application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of these Rules and Regulations shall not be affected thereby.