

3RSystems, LLC

A to Z PROPERTY DAMAGE INSURANCE CLAIM PROCESS
TRAINING FOR INSURANCE RESTORATION CONTRACTORS

Minneapolis, Minnesota USA



3RS Insured Property Owners Storm Damage Recovery Guide®

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Become an informed insurance consumer by learning and understanding how the insurance claim process should really work.

This helpful and educational 3RS Insured Property Owners Storm Damage Recovery Guide® is being made available by 3RSystems, LLC / ICCOA for free to insured commercial and residential property owners from across the country in order to help them to learn how to achieve fair and full claim settlements from their property & casualty insurance companies if their properties are currently or later become damaged by a severe storm caused or other insurance covered property damage disaster.

My purpose in writing this guide and making it available to both certified 3RSystems, LLC trained storm restoration contractors and the many thousands of insured property owners from across the country who need it now or may need it at some point in the future is to help them to protect their interests by providing a better understanding of the difference between how the insurance claims process far too often works and how it should really work. With your study of this guide, and with the knowledge you will gain from your study, you will become empowered to more than “level the playing field” when dealing with insurance company claim representatives. The expected end result being a fair, full, and complete settlement of your claim.

Larry Burtis – President, 3RSystems, LLC / ICCOA

Handwritten signature of Larry M. Burtis.



Pulling back the Property & Casualty insurance industry curtain

In order to get the most from this general guide that will dramatically increase the potential for your insurance covered property damage claim being fairly and fully paid with substantially less of the typical insurance adjuster caused delays, start with the “Why do insured property owners need this Guide?” pages then proceed to the “Insurance terms and titles you need to know” section and continue reading.

It seems logical that the section entitled “First things first - The Claims Process - from Filed to Final” that will give you, as an insured property owner, an overall understanding of how the claims process works and what you need to do as soon as possible after an insured property damage event has occurred, should appear at the beginning of this guide. However, I’ve placed it closer to the end of the guide so that the process will make more sense to you after you have read through all of the topics that come before that section.

Why do insured property owners need this Guide?

For decades, Property & Casualty insurance companies, state insurance commissioners, and related other parties have complained that insured property owners and property damage repair contractors have been committing insurance fraud against them worth billions of dollars every year.

The Truth?

While it is true that a very small minority of insured property owners and property damage repair contractors have committed fraud against property & casualty insurance companies at one time or another, little is ever said about the massive billion dollar insurance claim fraud committed against insured property owners by their multi-billion dollar property & casualty insurance companies and their representatives every year. Below is an excerpted quote of what one twenty-five year experienced insured’s Plaintiffs’ attorney had to say about the problem:

Insurance Companies Are Not Your Friends

“Despite the platitudes expressed by insurance companies in advertisements, where they brand themselves “the good hands people” or “a good neighbor,” they have one and only one purpose – to make as much money as possible. The way insurance companies make money is simple, by paying either nothing or as little as possible on any claim. What is fair or right is of no consequence.” Scott Dinsmore, APC (CA).

You can view more evidence in support of the above quote by doing a Google search of the following book titles on the subject: "The Insurance Hoax" by David Dietz and Darrell Preston, "Delay, Deny, Defend, Why Insurance Companies Don't Pay Claims and What You Can Do About It" by Rutgers Law Professor Jay M. Feinman, and, "PAY UP! Preventing a Disaster with your own insurance company" by insured's plaintiff's attorney Chip Merlin.

And here is more: (some articles may no longer be available)

Florida Residents Say Insurance Struggles from Hurricane IAN Persist – NBC Nightly News with Lester Holt June, 2023

Home Insurance Companies Under Investigation For Slashing Homeowners' Payouts – by Brianna Sacks, Washington Post March 11, 2023

Delays, Denials And Lowball Payments For Disaster Insurance Claims - by Angie Moreschi & Alex Brauer | Spotlight on America April 24, 2023

Insurance Claim Delays Deliver Massive Profits To Industry By Shorting Customers - by Mollie Reilly and Max J. Rosenthal, HUFFPOST December 12, 2011

Insurance terms and titles you need to know

ACTUAL CASH VALUE (ACV) POLICY - This type of policy coverage pays the cost to repair damaged property, minus a deduction for depreciation. For example; total cost to repair the property is \$10,000 and the depreciated value is \$6,000 - your insurance company will pay you the \$6,000 ACV minus your deductible.

ADDITIONAL LIVING EXPENSE (ALE) - Additional Living Expense coverage which is included in most homeowner insurance policies is meant to cover additional costs incurred if an insured is displaced from their damaged property and must pay for additional living expenses out of pocket as a result.

ADHESION CONTRACT - An adhesion contract is a contract where one party has more power than the other party in drafting the contract; an insurance policy is an adhesion contract where the insurer is the one with more power.

APPRAISAL - Appraisal is a policy provision found in the Loss Settlement section of an insurance policy. It is an alternate dispute resolution process which can resolve disagreements when the insurer and the insured disagree on the amount of loss. It is an alternative to a lawsuit. Appraisal does not address coverage issues, but can include or exclude items based on causation depending on the state.

CONCURRENT CAUSATION - A situation where two or more perils act concurrently (at the same time or in sequence) to cause a loss; some courts have ruled that losses from concurrent causation are covered even when one of the perils that contributed to the loss is excluded under the policy; these rulings led property insurers to revise policy language to clarify the intent of the policy.

CONDITIONS - The section of an insurance policy that describes the rights and duties of the insured and the insurance company under the insurance policy.

CONTINGENCY AGREEMENT - A Contingency Agreement is a contractor presented property damage repair agreement that is signed by an insured(s). Properly written, when signed by the insured(s), the agreement will state that if the insured's insurance company agrees to fairly and fully pay the insured's claim at pricing agreeable to the insured(s), the contractor, and the insurance company, the contractor

will complete the repairs as listed at the price quoted within the agreement. If the insurance company legitimately denies the claim, the contingency agreement will become null and void and the insured who signed it will owe nothing to the contractor other than a reasonable fee for emergency mitigation repairs the contractor may have made and the insurance company should pay for.

DECLARATIONS (OR DEC) PAGE - A section of an insurance policy contract that shows who and what is insured, what property or risk is covered, when and where the coverage is effective, and how much coverage applies.

DEDUCTIBLE – A percentage dollar amount of the claim that an insured has agreed to and is obligated to pay per their insurance policy contract when they file a claim that is later approved.

DESK ADJUSTER - A person employed by an insurance company who takes over insurance claims inspection reports and damage estimates after they have been received from a staff or independent insurance adjuster. **NOTE: In some cases, representatives of independent adjusting companies will falsely present themselves as actual claims employees of the insurance companies they are contracted with – if you are not sure, ask them who they are really employed by.**

DUTIES AFTER LOSS - When a loss occurs, policyholders are required to perform specific duties after a loss as described in their insurance policy. Those duties are typically found under the heading of “What to do in case of loss”, “Your Duties After Loss” or “Duties After Loss”. **Failure to fulfill the obligations listed within that section of your policy may jeopardize your claim.**

DWELLING POLICY - An insurance policy that provides property coverage to individuals and families; covers dwellings, other structures, personal property, and fair rental value; some versions also cover Additional Living Expense (ALE).

EXAMINATION UNDER OATH (EUO) - If an insurance company disputes your claim, you may be asked to participate in an Examination Under Oath (EUO). An EUO is a formal process used by insurance companies to gather additional information about a claim, prevent fraud, or allow the insured to prove their losses if there is missing or destroyed claim evidence. If your insurance company does request that you participate in a EUO, it is highly recommended that you appear and that you bring with you an attorney who is well versed in the insurance claims process and insurance law.

FORENSIC ENGINEER - A licensed engineer who is employed by an independent engineering company that is contracted with an insurance company to inspect and give an opinion as to whether or not a property has sustained insurance covered damage typically after an insurance adjuster has conducted an inspection and the results are called into question or are inconclusive.

FRAUD - A deliberate misrepresentation or deception by one party that causes harm to another party.

GENERAL CONTRACTOR - An individual or entity that directly contracts with customers to perform contracted work and direct the work of employees and sub-contractors.

GENERAL CONTRACTOR OVERHEAD & PROFIT (GC O&P) - General Contractor Overhead & Profit is a part of the total claim payment owed to the insured property owner by their insurance company to pay to their contractor as part of the total repair price when it has been determined that the insured is reasonably likely to hire a general contractor to complete the repairs.

INSURANCE ADJUSTER (AKA – FIELD ADJUSTER) - A person who is either employed by an insurance company as a “staff” adjuster or a person who is employed as an independent insurance adjuster, AKA an “IA”, by an independent claims adjusting company that is contracted with an insurance company to physically inspect and estimate property damage insurance claim repair costs.

INSURANCE AGENT (CAPTIVE) - A person directly employed by an insurance company who sells and services insurance policies offered by the insurance company. Keep in mind that, although they can be helpful on insurance claims and offer you some guidance, they do not adjust insurance claims.

INSURANCE APPRAISER - A person who appraises the value of an insurance claim for a fee. If and when an insurance claim goes to appraisal, the insured and their insurance company will each hire an appraiser to represent their respective positions and each will pay their chosen appraisers fee.

INSURANCE BROKER (INDEPENDENT) - A person not directly employed by an insurance company that sells and services insurance policies offered by numerous insurance companies.

LADDER ASSIST - Often, an unlicensed person who either assists an insurance company employed or contracted insurance adjuster with property damage inspections or conducts property damage inspections without an insurance company adjuster present.

LOSS REPORT - A loss report (AKA a "Scope of Loss Report") is a report issued by an insurance company to the insured that provides an itemized list of what the insurance company believes is payable damage. Also included will be the insurance company's total settlement price offer along with any Materials Sales Tax (MST) charges, if any that are also owed. GC O&P should also always be included.

MANAGED REPAIR PROGRAM (MRP) - A property damage repair program controlled by an insurance company using contractors who agree to complete repairs at pricing, guidelines, and processes dictated by the insurance company rather than an independent free market restoration contractor. Unlike independent restoration contractors whose obligation is to their insured customers, MRP contractors' obligation is to the insurance companies they work for. For what should be obvious reasons...buyer beware.

OCCURRENCE - A loss that occurs at a specific time and place or over a period of time.

ORDINANCE or LAW COVERAGE - This type of policy coverage (mandatory in some states and optional in others) provides limited protection for additional costs associated with repairing a damaged property according to current/updated building codes. Ask your insurance if you have/need this coverage.

PERIL - A specific risk, or cause of loss that may, or may not, be covered by an insurance policy.

PLAINTIFF'S INSURANCE ATTORNEY - A person who is licensed to practice law, is well versed on the subject of insurance law, and represents and defends the interests of insured policyholder plaintiffs for a fee.

POLICY ENDORSEMENT - A policy endorsement in an insurance policy is a change or addition in the policy that alters the terms or scope of the original policy.

POLICY EXCLUSION - A policy exclusion in an insurance policy excludes certain damages from coverage and therefore, payment.

POLICY LIMITS - Policy limits are the largest, or aggregate amount that the insurance carrier will pay for a covered loss under the insurance policy contract.

PROOF OF LOSS - A Proof of Loss is a formal statement made by the insured to the insurer regarding a claim, especially in property insurance, so that the insurer is able to determine its liability under the policy. Ask your agent if and when a Proof of Loss statement is required by your insurance company when you file your claim. Some insurance companies will demand that a Proof of Loss (POL) be completed and submitted by the insured within a certain time frame, which is typically sixty days. If the insured does not comply with such a request, the claim may be jeopardized.

PROXIMATE CAUSE - An action that, in a natural and continuous sequence, produces a loss.

PUBLIC INSURANCE ADJUSTER (PIA or PA) - A person who is licensed to adjust, negotiate pricing, and interpret policy language on behalf of insured policyholders for a fee that is paid from the proceeds of an insurance claim total repair settlement.

REPAIR COST ESTIMATE - The great majority of property damage repair cost estimates written by insurance company adjusters will typically come in below the real, true, and accurate (RTA) free market cost that professional contractors will charge. Most insurance company adjusters and some contractors use an estimating program known as Xactimate which is owned and controlled by the property & casualty

insurance industry. The fact that Xactimate is owned and controlled by the property & casualty insurance industry is reason enough for contractors to instead use the 3RStimax® property damage repair estimating program from 3RSystems, LLC that is included as part of their training to estimate the true cost of your repairs. Symbility is another insurance industry preferred repair estimating program used by insurance adjusters that we recommend not be relied on by insured property owners.

REPLACEMENT COST VALUE (RCV) POLICY - This type of policy coverage pays to repair your residential or business property with materials of like kind and quality for full replacement value. For example, if the total replacement cost to repair the damage is \$100,000, your insurance company should pay you \$100,000 minus your agreed to insurance deductible.

RESERVE - An insurance claim reserve is the amount of money insurance companies set aside to cover a given claim based on their estimate of the total repair cost. Insurance companies regularly set per claim repair cost reserves below what contractors estimate the real, true, and accurate free market cost of the claim should be.

SUB-CONTRACTOR - A business or individual that completes specified work under the direction of a General Contractor.

TORTIOUS INTERFERENCE - Causing harm by intentionally disrupting a contractual relationship or harming a business relationship or activity, for example, by raising suspicions or telling lies, or simply implying that something is true. Insurance adjusters regularly tortiously interfere on insurance claims.

UNAUTHORIZED PRACTICE OF PUBLIC ADJUSTING (UPPA - LAW) - Unauthorized Practice of Public Adjusting - UPPA laws are laws that prohibit restoration contractors in most states from negotiating insurance claims on behalf of their insured customers and/or assisting them in interpreting policy language.

While the following is not all inclusive, your study of this material will empower you and help you to level the insurance claims playing field if and when your Property & Casualty insurance company attempts to underpay or deny your legitimate insurance covered commercial or residential property damage claim.

Property & Casualty Insurance and the Free Market

In economics, a free market is an idealized system in which the prices for goods and services are determined by the open market and consumers, in which the laws and forces of supply and demand are free from any intervention by a government, price-setting monopoly, or other self-proclaimed authority - such as a Property & Casualty (P&C) insurance company. When an insurance company says they will pay you no more than their initial, typically low ball claim settlement offer, they have, in effect, attempted to set the price of your claim while knowing full well that doing so clearly violates fundamental free market principles. Their out when that is the case, is to slightly increase your claim offer in an attempt to appease you and hope you will accept their next "final" but still less than fair and full settlement offer.

Contrary to the popular belief of far too many insured property owners who haven't suffered damage to their properties as a result of a severe weather or other disastrous event and therefore have never had to file a claim with their property & casualty insurance company, the likelihood of any of them initially being offered a fair, proper, and full settlement payment on their insurance claim is less than 5%. More often than not, they (you) will be offered a percentage settlement that is far below the real, true, and accurate (RTA) free market price of repairing the damage.

Why is that? Property & casualty insurance companies want to pay out as little as possible on their insured's property damage claims so they can keep as much of their insured's paid in premium money

as possible in house. What do they spend that money on? To begin with, they spend, and you ultimately pay for through your premiums, hundreds of millions of dollars each year on their “good hands”, “on your side”, and “good neighbor” type of feel good “trust us” advertising. They also use that money – your premium dollars, to fund banks, invest, pay often exorbitant undeserved salaries and bonuses to their top level executives, pay their lawyers to write hard to understand policy language and defend their questionable claims practices, and to keep their investors and shareholders happy – all at the expense of their insured policyholder customers – as well as their contractors and building product distributors.

While attending a construction industry seminar a few years ago on the topic at hand, one of the presenters who was a State Department of Labor representative, made a comment, seemingly in defense of the property & casualty insurance industry’s questionable methods that were being discussed, that went like this; “Well, after all, the insurance companies are in business to make money.” While I have no problem with the fact that property & casualty insurance companies are in business to make money, it is the methods they often use to make that money that are suspect as well as problematic, and in need of drastic change.

I was once asked by one of my past insured property owner customers’ who I had helped recover an additional, and hard fought for \$24,500 still owed to them on their residential property damage claim by their insurance company - \$24,500 real dollars that their insurance company had been unjustly refusing to pay, do I, as someone who has been involved in the property damage restoration construction industry for many years, view the property & casualty insurance industry and the people employed by it to be generally corrupt and suspect, overall?

My answer? No, not at all. In fact, over the years, while always working on the side of and on behalf of insured property owners, I’ve worked with many good and honest people from the insurance industry side. The problem however, for too many of them – and now more than ever, is that they are often forced by the behemoth and often, seemingly heartless, multi-billion dollar insurance companies that employ them to choose between job security and doing what is right and when they put job security first, that is never a good thing for the insured policyholders who put their trust in them.

With that in mind, no insured policyholder should ever have to go through what their insurance companies far too often put them through when they file a valid and legitimate property damage insurance claim, especially these days, considering all that is going on in the world. As a policyholder, you deserve substantially better service than insurance companies typically give and with what follows, you’ll be more able to level the playing field and move your claim to fair and full payment within a more reasonable time frame while keeping the typical insurance company underpayment and illegitimate claims denial schemes and other nonsense to a minimum.

What is “The UPPA WALL?”

Before getting into the claims process in detail, you need to first learn about UPPA - Unauthorized Practice of Public Adjusting laws, know who’s behind the UPPA laws, and know how the laws work against you, your contractor, and your contractors building products distributors. UPPA laws are, IMO, based on my years of research and investigation into the who, what, and why behind the laws, one of the biggest financial scams ever perpetrated against the American insurance buying public by the property & casualty insurance industry. Soon, it should become crystal clear to you why I view them as such.

UPPA laws, which are now in effect in nearly every USA state, prohibit restoration contractors from doing

what they had previously done over the years and decades which was to negotiate property damage insurance claims on behalf of their insured policyholder customers. Up until about fifteen years ago, professional restoration contractors, who know better than anyone what is damaged after a storm, know how it needs to be repaired, and know how much the repairs should truly cost, were essentially still free to negotiate their insured customers' property damage claims with their insured customers insurance companies and advocate on their customer's behalf for fair and full claim settlement payments.

As it applies to the pricing of insured property damage claims, the term "negotiate" is somewhat of a misnomer in that, when a contractor quotes the price of their repair work, that price is typically presented to insureds and their insurance companies as the actual price they will charge to do the work. If the real, true, and accurate (RTA) free market price to complete the repair work is, for example, \$30,000, that is what the contractor expects to be paid. Although that \$30,000 amount is a legitimate quote, and insurance adjusters know it, P&C insurance will still attempt to pay substantially less. The contractor is then forced to negotiate with insurance company desk adjusters to validate their pricing. Primarily in an effort to increase profits however, P&C insurance companies started lobbying for state by state UPPA laws that would prohibit contractors from doing so.

In many cases, the state by state legislators who presented the insurance industry lobbied for UPPA bills for passage in their home states were, and/or are, as I have proven over time, employed or connected to, in one way or another, the property & casualty insurance industry. In support of that claim, as an example; a few years ago I spoke with then Georgia State Representative Howard Maxwell who was also a career insurance agent, about who was behind Georgia's UPPA law. He held nothing back in telling me that, along with him, of the four other key Georgia State Legislators who had put their support behind the passage of UPPA law in Georgia, three of them were also insurance agents and the fourth was an insurance company attorney.

Wanting to keep their actual or potential insurance industry employers happy, those state legislators, typically banking, financial, and insurance legislative committee members, deceptively promoted UPPA to their ill-informed non-committee member fellow legislators as consumer protection that would, at least according to them and the insurance industry lobbyists who initially promoted the UPPA ruse to those state by state legislators, prevent contractors from "overcharging" for their repair work. Know this, restoration contractors cannot overcharge insurance companies on their insured customers' claims since they are not the ones who sign the settlement checks paid to the insureds.

With the next election cycle always in mind, those ill-informed fellow legislators who did not understand and therefore did not consider the damage that UPPA would cause to their insurance premium paying, tax paying, and voting property owner constituents by shutting down their contractors ability to negotiate on their behalf, voted in favor of the suspect UPPA bills and ill-informed state Governors then signed the UPPA bills into law. Those same UPPA laws also prohibit contractors from helping their insured customers to understand what is and what is not covered according to their insurance policy language.

The ultimate intended effect of UPPA - take professional restoration contractors out of the insurance claims process by shutting them up so that they can no longer assist their insured customers on their property damage insurance claims as they had been able to do in the past.

Another quite transparent and feigned excuse the P&C insurance industry uses to support UPPA laws that prevent contractors from negotiating their customers' claims is that allowing contractors to negotiate their insured customers claims results in a conflict of interest. That specious reasoning is easily defeated

with the following; since the insured's (your) interest is in getting paid for all of the damage, at pricing relative to the premiums the insured (you) paid and a professional insurance restoration contractor best serves his or her own financial interests by placing the insured's (your) financial interests as described, first, there can be no conflict of interest. If there is any conflict of interest, it is typically between the insured's (you) who deserve to be fairly and fully paid on their (your) claims, and their P&C insurance companies who will, in far too many cases, do everything they can to prevent that from happening.

UPPA may be insurance industry protection but, as I see it, it is not insurance consumer protection.

When your contractor hits “The UPPA WALL”...what are your options?

When your restoration contractor does hit “The UPPA WALL” as I’ve described it above, he or she becomes “stuck” and can move the claim no further, which is the whole point and purpose behind the P&C insurance industry’s push for UPPA laws. P&C insurance relies on the fact that 98% of insured policyholders really have no idea how the insurance claims process really works. It is at that point that your P&C insurance company hopes you will give up the fight and accept whatever low ball, incomplete, and unfair settlement offer they have made to you on your storm damage or other claim.

When that is the case, besides using what you will have learned from this guide to stand up against insurance company “delay, deny, defend” stall tactics on your own, which, as an insured policyholder, you have every right to do, you have essentially three other options available to you. You can hire a Public Insurance Adjuster, demand an appraisal of the settlement offer made by your insurance company - which is typically allowed in most if not all Property & Casualty insurance policies, or you can hire a well versed plaintiff’s insurance attorney to sue your insurance company.

Your best, or at least first option is, in my opinion, after failing to move your insurance company to fairly and fully pay your claim on your own, to hire an experienced and licensed Public Insurance Adjuster to process your property damage claim to fair and full settlement – not at the typically low ball “forced market” pricing that P&C insurance companies regularly attempt to pay, but rather, at real, true, and accurate (RTA) free market pricing that is relative to the premiums paid by you. That way, your restoration contractor can afford to hire the best installers and have them install top quality materials.

Unlike your contractor who can no longer interpret policy language or negotiate your claim settlement on your behalf - as you are allowed to attempt to do on your own, a licensed Public Insurance Adjuster can. Is it required that Public Insurance Adjusters have construction or insurance or legal experience regarding the process of adjusting property damage insurance claims? No, but, logically and obviously, it helps a great deal.

Keep this in mind...some restoration contractors are initially reluctant to refer a Public Insurance Adjuster to their insured customers because the fee paid to a Public Insurance Adjuster may diminish the total value of the contractor’s contract. While the Public Insurance Adjuster fee may indeed be deducted from the contractor’s total contract price, the often quite substantial increase in the total paid to you as the insured will more than make up for the small amount paid to the Public Insurance Adjuster.

As an example; a contractor estimates the cost of an insurance covered commercial building roof repair at real, true, and accurate (RTA) free market pricing in the amount of \$1,000,000 but the building owners insurance company only offers \$600,000. Without talking policy language or negotiating with the building

owner's insurance company, the contractor is able show that several damaged items were missing from the insurance company adjusters' loss report and the insurance company eventually then agrees to increase their settlement offer to \$700,000.

While that offer is obviously better than the initial settlement offer, it is still \$300,000 short of the actual real, true, and accurate (RTA) free market price that would allow the contractor to properly complete the restoration. The same math applies to an insured residential property owner whose professional restoration contractor priced the repair work at \$50,000 but their insurance company only offered \$30,000.

In either of the above cases – because of UPPA, the insured's contractor is, as is the insured property owner who never received a copy of this guide, stuck and can move the claim no further. It is at that point where you may want to consider hiring a licensed Public Insurance Adjuster to assist you with moving your claim to fair and full settlement. In the vast majority of cases, the increased settlement amount insured's who hire a Public Insurance Adjuster to process their claims should achieve will far outweigh the relatively small percentage fee paid to the Public Insurance Adjuster.

NOTE: Unfortunately, in nearly every state in the country, the training required to attain a Public Insurance Adjuster license is minimal. Also unfortunate is the fact that the people behind the design, implementation, and passage of UPPA laws (the insurance industry, et.al.) knew full well that the great majority of more experienced Public Insurance Adjusters would pass on property damage claims that were less than \$50,000. Since most residential property damage claims fall below that \$50,000 dollar amount, every year, many thousands of insured property damage victims are left with deciding whether to demand appraisal of their claims, pay an attorney to sue their insurance company in court, or simply give up the fight and accept a less than full claim payment.

My primary intent in providing this guide to insured property owners everywhere is to teach them how to settle their storm damage claims without needing to hire a Public Insurance Adjuster, demand appraisal, or hire an attorney in order to achieve fair and full settlement on their legitimate property damage claims.

In regards to the additional fees that insured property owners are too often forced to pay to the above parties in order to achieve fair and full settlement on their legitimate claims, since those people are typically only needed when an insurance company causes fair and full settlement to be delayed or denied, it is the insurance company who should be paying the fee(s), not their insured customers.

Who ultimately approves (or denies) your insurance claim?

In the past, after completing their property damage inspections, senior insurance company employed or contracted insurance company adjusters were often able to settle property damage claims with the insureds and/or their contractors while at the claim site. If they agreed with a contractor's damage assessment and estimate, the insurance company adjuster could simply write out a check for the full amount so the contractor could immediately get started with the repairs. Unfortunately, those days are long gone.

In today's insurance claims recovery environment, once your insurance company field adjuster completes their damage inspection report and repair cost estimate on your property, he or she will then submit their findings and their estimate to what is known in the industry as a desk adjuster. Desk adjusters are either

directly employed by the insurance company or employed by outside third party insurance adjusting firms. In far too many cases, in order to confuse insured's, third party claims adjusting company representatives will deceptively pose as actual claims employees of an insurance company. When talking with them, ask for the name of their true employer.

When a field insurance adjuster turns in their damage assessment and estimate into a desk adjuster, the desk adjuster will review the field insurance adjuster's report then decide what gets paid for and how much they will pay. This is where the claims process gets tricky. In most cases, desk adjusters who will determine what gets paid and how much they will pay, have little if any actual restoration construction industry experience.

To make things worse, they will likely never personally inspect the property. Instead, they will review pictures and a narrative presented to them by an independently employed third party field insurance adjuster who may, as is often the case these days, also actually have limited adjusting experience and little to no construction industry experience, then make their insurance claim settlement decision based on what they saw from the pictures and what they read in the adjuster's inspection report narrative.

Often, while conducting their property damage inspections, field insurance adjusters will state to both the insured and their contractor that the damage that the contractor pointed out is covered and will be paid for. After a desk adjuster – who always has job security in mind, reviews the field insurance adjusters report however, the desk adjuster, again, an individual who likely has little to no construction experience and will likely never personally inspect the damaged property, may, per their claims supervisors instructions, simply deny payment for legitimate damage that the field insurance adjuster who inspected the property in person reported as being covered. In other cases, adjusters may simply deny legitimate and covered damage in order to look good to their supervisors.

For example, a Minnesota based insured property owner who believed his roof had been damaged by hail filed a claim with his insurance company and asked that an insurance adjuster inspect for damage. When conducting the damage inspection, the field insurance adjuster climbed on the roof and, after noting that the heavier plastic roof vents on one portion of the roof which do not typically get hail damaged unless the hail is 2 ½" + said, "that's it, no hail damage to this roof" then got down off of the roof. Based on the adjuster's inaccurate and incomplete damage inspection report, the insurance company desk adjuster denied any payment on the claim and also unfairly denied the insured's request for a re-inspection of the roof.

Because the contractors repair estimate was under \$25k, the insured could not find a Public Insurance Adjuster who was willing to take on the claim. The insured still had the option to demand appraisal or hire an attorney to move his claim to fair and full payment but unfortunately, and P&C insurance regularly relies on this, he could not afford to pay the additional costs. Since the insured could do nothing further, the insurance company desk adjuster closed the claim and the insured received zero payment.

Had the insured property owner received and studied this Guide (not then available), he would have been prepared to stand up to the field and desk adjuster's intentionally false denial of the claim and likely move the insurance company desk adjuster to fairly and fully pay the claim.

If, after their first inspection of your property, an insurance adjuster underpays or denies payment of your claim, you can contact your insurance company's claims department and request that they schedule to conduct a re-inspection of your property. In most cases, they will agree to honor your request - in most

cases. If they do agree to conduct a re-inspection of your property, strongly request or demand that a different insurance adjuster conduct the re-inspection. If they do not, you can contact the claims representative you spoke with when you made the re-inspection request and urge them to do so.

After a first or second re-inspection request refusal, you should then contact the insurance company claims desk adjuster and demand to speak to the desk adjuster's supervisor. I also advise insured property owners to, at the same time, demand a copy of what is known as the adjusters narrative which includes notes about the claim that are not typically provided to the insured's.

I also recommend that, as the Minnesota insured in the above case should have done, if, after all is said and done, your contractor is not able to move your claim forward, you hire a licensed Public Insurance Adjuster to assist you with your insurance claim. If your claim is under that previously mentioned \$50,000 mark however, you may not be able to find a Public Insurance Adjuster willing to take on the claim.

How your insurance premiums are calculated

Premiums for property and casualty insurance policies are logically, actuarially based on what it would cost a property owner whose property was damaged to have the damage repaired using the real, true, and accurate (RTA) free market price that an experienced professional fully licensed and insured restoration contractor using quality materials and experienced installers would charge in the near future. However, the initial insurance settlements that most insureds are offered are typically based on the suspect survey prices of lower quality materials and less experienced contractors who are typically not familiar with the insurance claims process.

Those pricing surveys are typically conducted by a subsidiary company owned and controlled by the same organization that advises property & casualty insurance companies on how to price their premiums. The end result is that the P&C insurance companies charge premiums based on higher near future potential settlement prices but then typically attempt to pay their insured's property damage claims at below current professional restoration contractor real, true, and accurate (RTA) free market prices - if they offer anything at all above the deductible.

For example: Assuming the real, true, and accurate (RTA) free market price of your repair is \$30,000, more often than not, through their staff and/or independent field adjusters and desk adjusters who again, always have job security in mind, the insurance company you send your premiums to will usually attempt to dramatically underpay your claim. If the real, true, and accurate (RTA) free market price of your repairs is, for example, \$30,000 and your insurance company only offers you \$20,000, and you accept that offer, you will forever forfeit the additional \$10,000 dollars owed to you by them that you will need to properly complete the repairs. In order for you to be able to complete the repairs, you will then be forced to pay the difference out of pocket.

Property & Casualty insurance agents - can they help you with your claim?

A question often asked regarding property & casualty insurance agents is, can they help you when your legitimate claim is unfairly underpaid or denied. Know this, the job of property & casualty insurance agents is to sell and service insurance policies, not adjust insurance claims. Although you may be great friends with your property & casualty insurance agent, when you run into problems with your insurance company that is unfairly attempting to underpay or deny your legitimate property damage claim, there really is not much your agent can do to help you. Still, with that said, you should never hold back on

demanding that your agent do everything he or she can do to explain your policy to you and assist you on your insurance claim if and when you do run into problems with getting your property damage insurance claim fairly and fully paid.

Understanding your insurance policy

Insurance policies are generally required to be written in such a manner so that a person of average intelligence, in other words, the average insured policyholder, can interpret them. In reality however, and I believe, by design, most insurance policies are actually written by insurance company lawyer's so as to be nearly unintelligible by the average insured policyholder without the help of a well versed plaintiff's insurance attorney. Although insured policyholders are free to make the attempt to interpret what is and is not covered by their insurance policies, most insured's who do make the attempt without at least consulting with their insurance agent first (and/or applying what they will have learned from this guide), typically find themselves more confused and frustrated than they were prior to making the attempt.

Keep in mind that, because of the UPPA restrictions placed on your contractor as mentioned earlier, besides being prohibited from negotiating the price of your claim with your insurance company on your behalf, he or she also cannot assist you in interpreting your insurance policy language that says what is covered and what is not. Your agent who sold you the policy has however, a duty and an obligation to explain the policy terms and any exclusions to you.

If you are confident – before or after discussing your policy terms with your agent, that you do understand what is and is not covered by your policy and an insurance adjuster tells you that something you know is covered is not, never be afraid to stand your ground. Also be wary of insurance company field adjusters and claims desk adjusters who tell you that a damage item denial is based on the insurance company's "in house policy". Your actual insurance policy contract dictates what is, or is not, covered, not some insurance company's made up "in house policy".

Do you have a mortgage on your property?

If so, and your property damage claim exceeds a certain dollar amount, you and your contractor will likely be required to complete and submit paperwork to what is typically a third party "mortgage loss draft processor" who will oversee your claim and make sure that all of the repair work is completed before the final "loss draft" claim payment is released to you. Nothing wrong with that, but, be prepared to deal with what often becomes one of the most frustrating and infuriating parts of the insurance claims process.

Although there are a number of organizations that handle loss draft processing of insurance claims, much of the loss draft processing done throughout the USA is handled by an Atlanta, GA based niche third party financial services subsidiary whose parent company was once fined millions of dollars for selling "forced-placed" home owners insurance policies that were often priced as much as ten times higher than typical voluntary homeowner insurance policies. These people (as well as many of the others), while responsive to their true customers (banks, insurance, and mortgage companies, et. al.) demands, assume that no one else – such as insured's who want to get paid so they can pay their contractors so they can pay their employee's, subcontractors, and suppliers, will figure out who's in charge and, therefore, they play fast and loose with the payments that are ultimately owed to the insureds.

If you do have a mortgage, you will need to start the "loss draft" process as soon as you file your claim in order to procure an initial payment on your claim with which to pay your restoration contractor as a down

payment. Your professional insurance restoration contractor as well as your agent will be able to assist you in making that process as painless as possible.

What are - General Contractor Overhead & Profit (GC O&P) Payments?

General Contractor Overhead & Profit or GC O&P payments are payments (that should be) included in the total of your claim to cover your contractor's overhead and provide a profit that are calculated based on your contractor's costs of doing business (overhead) and profit needs.

In the past, insurance companies required that a contractor supervise three or more sub-contractor trades (for example; roofers, siders, electricians) on any given restoration project in order to qualify for GC O&P. This rule (AKA the "3 trade rule") which is a made up non insurance policy contract rule by the insurance industry, has fallen by the wayside in recent years and has been replaced by the also insurance industry made up "complexity rule".

The "complexity rule" states that in order for your contractor to be paid GC O&P on any given insurance restoration project, the project must be so complex as to require supervision and coordination of all aspects of the restoration project by a general contractor. Both of the above are what are known as insurance company in house policies. As mentioned earlier, neither are part of your insurance policy (the insurance contract) and are therefore, never a valid argument by an insurance company representative for not paying 100% GC O&P as part of your claim.

As consumers, overhead and profit is figured into every product we buy. When we purchase a lawn mower, a car, or, even a Pizza, we are not given an invoice that lists all of the costs of the individual parts that make up the product we purchased. Instead, we're given an invoice for the total price plus any taxes with all overhead and profit costs already factored into the total price. On insurance claims however, P&C insurance companies will typically omit overhead and profit numbers in the hopes that insured policyholders and/or their contractors will not know to charge or ask for them. Now you know to ask for those payments if you do not see them on the damage loss reports or scope of loss reports your insurance company sends to you.

Common sense: Even a simple re-roofing job on your property will require supervision and coordination of all aspects of the project and, therefore, GC O&P should be added to the total settlement offer on a "roof only" claim. Insurance companies will often attempt to unfairly deny GC O&P payments on "roof only" insurance covered restoration projects or deny the roofing portion of a restoration project that includes more than just roofing – by speciously citing a lack of complexity.

Both "rules" were/are rules made up by the insurance industry and are never mentioned in and are not a part of your insurance policy contract. The insurance companies hope is that contractors and their insured policyholder customers are not aware of the fact that GC O&P payments are a proper cost to be included as part of insurance claim settlements.

As previously mentioned, in most cases, GC O&P payments will not be listed as part of an insured's settlement offer. Since however, GC O&P payments are calculated as part of your insurance premiums, they should logically be added to the total settlement offer made to you by your insurance company. Not doing so results in what is known as "unjust enrichment" to the insurance company.

In the very rare occasions that GC O&P payments are added to the total of an insured's property damage

claim without asking that they be included, they will typically be listed on the front cover sheet of the "loss report" or "scope of loss" report sent to you by your insurance company as 10% overhead and 10% profit (20% total). That is another insurance industry made up rule that may or may not result in a proper GC O&P payment to your contractor. Your contractor's GC O&P requirement may be and probably is substantially higher than the standard 10% & 10% typically offered by desk adjusters, if it is offered at all.

The current general rule regarding when GC O&P should be paid on any restoration claim - if it is reasonably likely that you will be hiring (or may need) a General Contractor to complete the repairs, GC O&P is owed on the entire amount of the claim - even if you do not hire a general contractor to complete the repairs. Some insurance field adjusters and some claims desk adjusters try to confuse insured's by telling them that GC O&P payments are already factored into the line items listed in the insurance company's "scope of loss" or "loss report" settlement offer. Sub-contractor O&P may be included in the line items but General Contractor O&P is not.

If you see nothing on the insurance company loss report sent to you by your insurance company specifically pertaining to General Contractor Overhead & Profit – as a cost added on top of the total insurance company repair settlement offer, ask your agent, the field insurance adjuster, and/or the insurance company claims desk adjuster to explain why it is not included as part of the insurance claim settlement offer from the insurance company. Then, ask/demand that GC O&P be included as part of the final settlement offer to you on your claim. You paid for it as part of your premiums, therefore, they should pay it to you as part of your claim. If your insurance company adjuster or desk adjuster is adamant that General Contractor Overhead & Profit is not due as part of the claim, remind either or both that nowhere in your insurance policy is GC O&P even mentioned.

Breach of Contract and Tortious Interference - "the contractor is charging too much?"

Often, after an insurance company field adjuster or claims desk adjuster has reviewed an insured's repair quote prepared by the insured's chosen contractor, they will call the insured and tell them that their contractor is charging too much - even going so far on some occasions to imply that a contractor "is trying to rip them off" and suggest to or tell the insured to get other estimates. Another common ruse is to tell insured's they know of other contractors who will do the job for much less. In saying that, they are not trying to save you money, they are trying to save themselves money. They are also trying to secure their employment and a possible promotion...at your expense.

Whether you contract with an inexperienced contractor who charges less than an experienced professional restoration contractor, or you do hire an experienced professional restoration contractor, in either case, you will pay no more on your covered claim than your agreed to insurance deductible. And, in regards to "act of God" or "act of nature" claims (hail, wind, tornado, etc.), your insurance company will not increase your premiums individually - as many adjusters and in house claims desk adjusters often like to imply. This is often done to dissuade insured's from filing legitimate claims. Insurance companies can however, increase the premiums of all policyholders in a "class" – such as all policyholders in a defined area that have filed property damage claims after a wind and hail storm has occurred.

The actions described above are nothing more than attempts on the part of the insurance company field or desk adjuster to cause you to question the integrity of your contractor, cause strife between your contractor and you, and cause you to consider illegally breaching your contract with the contractor. Such behavior is also known as Tortious Interference (i.e., causing harm by intentionally disrupting a contractual relationship or harming a business relationship or activity, for example, by raising suspicions

or telling lies or simply implying that something is true). A small minority of wayward independent, staff, and claims desk adjusters concerned with staying employed and/or being promoted commit the above offense on a regular basis.

The fact that a professional restoration contractor estimates property damage repair pricing higher than an insurance company offers very rarely means the contractor is pricing the repair costs too high. In most cases, it means that the insurance company is offering the insured substantially less than they should be paying relative to the premiums paid by the insured. The insurance company does not care if their insured customer gets into legal trouble by breaching their contract based on the bad advice of a wayward independent or staff field adjuster or desk adjuster.

Typically, all most insurance adjusters care about is paying out as little as possible on each claim – and staying employed or getting promoted. In making sure that your claim is indeed paid at current real, true, and accurate (RTA) free market pricing and with full and properly calculated GC O&P, your contractor can then afford to hire the best installers and install quality products on your restoration project. Remember – whether you hire an inexperienced restoration contractor at a lower price than an experienced restoration contractor, you will never pay more than your deductible.

(Beware of) "Hired Gun" insurance company paid Forensic Engineers

“How Engineers Scam Homeowners after Disasters”

“60 Minutes/Frontline Report How Insurers Committed Fraud against Storm Victims”

"State Farm has ordered an independent investigation in to one of its vendors and suspended work with Haag Engineering Co. based on an Oklahoma jury's finding that the insurance company used Haag reports to maliciously deny policy holder claims, a newspaper reports." Insurance Journal Okla. Couple Awarded \$13 Million in Lawsuit against State Farm May 30, 2006

If your insurance company disagrees with your contractor's assessment of the damage to your property, they may choose to send one of their paid for third party forensic engineers to conduct a so called "forensic investigation" of your claim. Although the term, "forensic investigation" sounds impressive, in regards to the inspection of roof, siding, and related non-structural property damage claims "investigations" by insurance company paid forensic engineers, it really is not. Regardless of their experience level, anyone willing to pay several hundred dollars to do so can become certified for wind and hail damage inspections in about a week.

In the great majority of cases, insurance company contracted "forensic" engineers will typically report the following on completion of their insurance company paid "forensic investigation" of the typical legitimate roof wind and hail damage claim - even in areas where every other home in the area was damaged: No wind and/or hail damage but evidence of foot traffic, wear & tear, thermal expansion, improper installation, manufacturer's defects, lichens, moss, anomalies, mechanical damage, intentional damage, improper maintenance, etc. - anything but actual insurance covered wind and hail damage. In some cases, engineers (and insurance adjusters) have falsely reported that an insured property owner or their contractor did, or is believed to have caused, intentional damage the insured's roof.

Based on the insurance company paid engineer's (in most cases, biased and ambiguous) opinion report that any damage found is anything but wind, hail, or other insurance covered property damage, the insurance company reports that the claim is denied. On a side note: In regards to insurance claims as above, it is generally accepted that ambiguity should always fall in favor of the insured over the insurance

company due to the insured's lack of bargaining power with their insurance company. The insurance companies then claim their denials are substantive because they relied on the opinions of an "expert" engineer with an important sounding title and therefore, they should be shielded from insureds lawsuits.

The engineering companies and their engineers then hide behind what is known as The "Doctrine of Privity" which says that since the insured(s) and their contractor are not parties to the contract between the insurance company and the engineering company, the insured(s) has no standing on which to sue the engineer and/or their company. When the insured's are injured however, when a legitimate damage claim is falsely (implying knowingly) or fraudulently denied by an engineer, the engineer and the insurance company have both harmed society which falls outside the protection of the Doctrine of Privity. The same applies to insurance adjusters, insurance company claim supervisors, and insurance company CEO's.

Average per claim engineer fee for an engineer's roof "investigation" service? Around \$900 for a basic residential roof inspection. Low average per (residential) claim savings to the insurance company who relied on the engineer's opinion that damage was anything other than covered damage? Around \$10,000 dollars! Multiplied by 5,000 residential claims not paid after biased engineer inspections? \$50,000,000 MILLION dollars saved by the insurance company. Fortunately, clearer minded juries are seeing the light these days and are disregarding the opinions of misguided insurance company paid forensic engineers.

Simple common sense combined with experience tells us that there are those who will put money and job security ahead of reality and truth. Insurance company paid third party "forensic" engineers aren't hired by insurance companies to find roofing, siding, and related wind and hail storm or other covered damage, they are hired to disprove the existence of it. There is simply no other reason a P&C insurance company would hire them. If they don't, per their opinion, repeatedly deny legitimate damage, the inspection assignments (millions of dollars' worth every year) will eventually dry up.

This doesn't mean that all individual engineers who conduct storm damage inspections for the engineering companies who contract with P&C insurance companies to do such work are corrupt. It does illustrate however, where their loyalties are and why that should be taken into account by any reasonable person.

Damage, is damage, is damage, and if it is there, and such damage is not excluded in your policy, your insurance company should pay for it. If your insurance company informs you that they will be sending an engineer to inspect your roof and/or other property, ask for the engineering company name then go online and Google the following; "(name) engineering company complaints". If you find that the engineer and/or their company has complaints against it and you are properly concerned - as you should be, you may be within your rights to deny them access to your property and demand that a truly independent engineering firm not contracted directly with the insurance company conduct the inspection.

What is Ordinance or Law (O or L) coverage?

Ordinance or law coverage is, if taken, a property owner's protection that helps cover the cost of bringing damaged commercial or residential property up to code after a covered loss. In other words, if a portion of your property is damaged and an ordinance or law requires that it be rebuilt a certain way, ordinance or law coverage can pay, if not all, at least part of the increased cost of complying with the new codes. Without ordinance or law coverage, the property owner would have to pay those additional costs out of pocket. Even if your commercial or residential property is new or relatively new and, therefore, likely currently up to code, because of the way that building codes change, it may not be in the near future. If

you are not sure you have this additional coverage as part of your property & casualty insurance policy, contact your agent who will help you to determine if you should have it.

Insurance Deductibles - When should you pay them?

My answer is...ALWAYS! Insurance deductibles are essentially the same as “co-pays” on medical billings. When we take out insurance policies on our properties, we agree as part of the insurance agreement/contract, to pay a certain dollar amount or percentage amount which will be deducted from the total of any insurance claim we might file. In many years past, most residential insurance policy deductibles were based on dollar amounts that averaged around \$500. While some rare P&C insurance policies may still base deductibles on a dollar amount, more often than not, most current insurance policy deductibles on residential properties are percentage based that will often run from 1% to 2.5% (or more) of the total value of the property being insured. Here’s how that works out mathematically.

The present value of an insured’s residential property is, for example, \$400,000. The property becomes damaged by a severe wind and hail storm that, after the insurance company has eventually agreed to fairly and fully pay the damage claim at real, true, and accurate (RTA) free market pricing, is valued at \$150,000. Many insured’s with a percentage deductible will mistakenly calculate the deductible on that \$150,000 claim as, if, for instance, they agreed to a 1.5% deductible when they first purchased their insurance policy, 1.5% of the claim value of \$150,000 which would be \$2,250. The true and actual deductible on that claim would be however, not 1.5% of the \$150,000 claim value but rather, 1.5% of the total property value of \$400,000 or, \$6,000. Make sure you are clear on this before your policy renews or you purchase a new policy.

With that, you’re likely wondering, if you feel your deductible is too high, how can you lower your deductible? You may be able to lower your deductible by accepting a slight increase in your insurance premiums – and that will be the tradeoff. Your insurance agent will be able to assist you with determining if doing so would be of any value to you. On a side note, if you are not able to fully pay your deductible when you file a claim, you may have the non-insurance company option to finance all or part of the cost.

With all of that said, there are a minority of contractors who will agree to “bury” (discount) insurance deductibles in order to persuade potential insured property owner customers to contract with them to complete the repairs. On the other hand, there are a minority of insured property owners who will refuse to work with restoration contractors who refuse to “bury” their deductible. Regardless of who consents to the practice, both the contractor and the insured could be severely penalized for doing so. Such a practice may also be construed as insurance fraud by the insurance company. In fact, many states now have laws that prohibit the practice.

First things first - The Claims Process - from Filed to Final

So, you've been regularly paying your insurance premiums for years and your property has sustained substantial damage from a storm or other insurance covered event - what do you do next?

Your first step is to follow the “Your Duties After Loss” instructions as listed in the “Your Duties After Loss” or similarly titled section of your actual insurance policy. If you do not, your insurance claim may be jeopardized. If you do not have a full and current version of your insurance policy, ask your agent to provide you with one. Typically, all you will have is a copy of the insurance policy “Declarations” page.

If the damage to your property is severe, you may need to make emergency repairs – which should be paid for by your insurance company. Next step, notify your insurance company of the damage and file a claim with your insurance company claims department. If you are not sure how to do that, call your insurance agent and ask for help with the claim filing process. Once your claim has been filed, your insurance company claims representative will record your claim then assign your claim to a field insurance adjuster who will contact you to schedule an inspection of the damage. When filing your claim, demand of the insurance company claims representative that the adjuster set an exact date and time to conduct the initial inspection.

If you have not already done so, contact a 3RSystems, LLC trained professional contractor who can prove to you that they have extensive storm damage restoration process experience, to conduct an inspection of the damage to your property. When you find that contractor and have agreed with him or her to complete the repair work, let them know when the initial insurance company inspection is scheduled so they can be at the claim site when the field insurance adjuster arrives – at the agreed to exact date and time.

Your insurance company may suggest to you that you get three estimates from three different contractors. That works fine for non-insurance claim remodel work such as simply replacing an old worn out roof. Not so fine however when contracting for insurance covered repair work.

In the process of mitigating any damage, anything that you cannot safely do by yourself, such as tarping your roof to prevent leaking, you should ask a contractor for help. After you file your claim, ask your agent if a “Proof of Loss” statement is or will be required by your insurance company. Some insurance companies will demand that a Proof of Loss (POL) be completed by the insured within a certain time frame, which is, in most cases, sixty days.

If you have a mortgage and your claim exceeds a certain dollar amount – typically \$10,000, you will need to contact your mortgage company and tell them you have filed a property damage claim with your insurance company. Once informed, your mortgage company will provide you with contact information for their “loss draft” department. You will need to contact them to ask what they require in regards to your claim.

They will provide to you, by mail or online, the paperwork you and your contractor will need to complete before the first “loss draft” payment is sent to you. When you provide the requested information to them, if by mail, always send by overnight mail with signature and return receipt required. Always make copies of all paperwork you send and keep them in your claims file.

However you and a contractor met after your property was damaged, whether by a knock on your door, a flyer, a referral, or a radio or TV ad, after the contractor has conducted their offered and your approved free damage inspection of your property and the contractor has confirmed damage, he or she will likely ask you to sign a “contingency” agreement. A quick note about contingency agreements - if your insurance company legitimately denies your claim – legitimately being the key word, the agreement will become null and void and you will owe nothing to the contractor other than payment for emergency repairs, if any, made by the contractor. Emergency repairs should be billed to and paid by your insurance company.

Whether titled as a Proposal, Agreement, or Contract, generally speaking, as long as the contingency agreement contains an offer, consideration, and acceptance of and agreement to the terms, a legal and

binding contract is established. That, of course, makes much more sense than obligating yourself to a straight retail remodeling type of contract based on a "free" estimate written prior to coming to an agreement with the insurance company on what will be paid and at what price, if the insurance company legitimately denies payment for items written into the contract beforehand.

Your signed contingency agreement contract will initially include everything including cancellation clauses (often separate) that will make up your contract except a description of the damaged items and the pricing. That description and the pricing will all be shown on the final loss report that your insurance company will send to you after all parties have agreed to what damage will be repaired and at what price. That way, you will never be in the dark in regards to what is and what is not being repaired.

Once your contractor properly estimates the damage and costs and you and your contractor agree that the final insurance company scope of loss report is accurate and includes all damaged items at a fair and proper real, true, and accurate (RTA) free market price relative to the premiums you paid, you and your contractor will simply transfer that same information onto the contingency agreement that has converted into a completed contract. At that time, you can then choose the colors, types of materials, etcetera, that you want as well as include any non-insurance paid product upgrades that you agree to pay extra for.

After you have approved and signed the contingency agreement which will not yet show the cost or what will be repaired until you, your contractor, and the insurance company have agreed to the final price and scope of work, your contractor will meet with your insurance company adjuster when he or she assesses the damage to your property - on the exact agreed to date and time. The exact date and time is determined by you when you demand of your insurance company claims department that their field insurance adjuster (or engineer) conduct their inspection - on the exact date and time chosen by you.

In regards to contracting insurance restoration claims, why is a contingency agreement preferable to a "straight" fully written contract such as one written for retail remodeling work? Suppose that a contractor offers a "straight" fully written contract on an unsettled property damage claim that includes all of the repair work that is proposed by the contractor and is priced at \$50,000. If the insurance company then only agrees to pay \$30,000 and even though the settlement offer from the insurance company is fair and full to the insured at that price, although most never would, the contractor could still hold the insured to the \$50,000 contract. In that case, if the contractor does not agree to complete the repairs for the \$30,000, the insured could be forced to pay the additional \$20,000 out of their own pocket – and that makes no sense. That is why the vast majority of restoration contractors use contingency agreements.

On rare occasions, a very small minority of insured property owners will attempt to, once their insurance company has agreed to pay a settlement amount agreed to by the insured, the contractor, and the insurance company, cancel their agreement with the original contractor and then hire another contractor who may have offered at some point to complete the repairs for less than the total settlement price the insurance company agreed to pay. Not only could that be potentially deemed an actionable breach of contract, but, additionally, both the other contractor and the insured property owner could be required to, if and when the breach is discovered, repay the difference to the insurance company. That could also be construed as insurance fraud.

On more than one occasion, when I was still contracting insurance claim repair work, a customer attempted the above. Two of those insured customers called general practice attorneys to ask if, after the claim was fully settled as previously described, it was legal to cancel their contingency contracts with me - the one who put in all of the work in helping them to determine the true and complete scope and

price of the damage on their claim and get them paid. On those two occasions, both attorney's told the insured's a variation of "contingency agreements are not worth the paper they are printed on" then advised the insureds that it was ok for them to cancel their original agreements with my company. In advising the insureds that it was ok to cancel their contingency agreements turned contracts then contract with the lower priced contractor, the attorneys were likely paid a small fee – for bad advice that exposed the insureds – as well as themselves, to potential legal trouble. Something to keep in mind.

When the insurance adjuster arrives at the claim site to conduct their initial inspection of the damages, they will first introduce themselves to you and explain the inspection process, then answer any questions you might have. At that point, you should feel free to hand to the adjuster the 3RS Adjuster Questionnaire/Report[©] 1 and ask them to complete, sign, and date the form, then return the completed form to you. If the adjuster does not return the form to you, make a note of that in your personal claim file. If the adjuster does return the completed form to you, place the completed form in your claim file.

After the insurance adjuster has completed their initial inspection of the damage to your property with your contractor present, your contractor will then audit the insurance adjuster's loss report you will receive a few days later from the adjuster and compare it to their own damage estimate. Included on the adjusters loss report should be payment lines for General Contractor Overhead and Profit (GC O&P) that are based on the total repair price. In most cases however, as mentioned previously, these two important line items will be intentionally omitted by insurance company adjusters from their loss reports. If payment lines for General Contractor Overhead & Profit are not listed on the loss report, typically on the front page, you need to demand of your insurance company that those payments be included.

As previously mentioned, because the insurance company loss report that forms the basis of your claim is sent to you directly, you are never in the dark regarding what work is proposed and at what price. If your contractor's audit of the adjuster's loss report reveals that damaged items are missing or omitted and/or the pricing is too low relative to the real, true, and accurate (RTA) free repair market pricing in your area (95 + % of the time, that will be the case), your contractor will be happy to speak with the insurance adjuster or claims desk adjuster at your request regarding any scope discrepancies in their damage assessment in an effort to help you to achieve the real, true, and accurate (RTA) free market pricing of your claim as determined by your contractor.

Your contractor is still however, at least for the time being, per UPPA restrictions, prohibited from negotiating the price of the claim or commenting on or interpreting policy language on your behalf. You are, of course, based on what you've learned from this guide, able and free to do so.

If, after your contractor has spoken with your insurance company adjuster about their loss report discrepancies and your insurance company adjuster still refuses to include payment for legitimate covered damage that was either missed or omitted by their insurance adjuster, your contractor will advise you to call your insurance company claims department and request a re-inspection where, under normal circumstances, your contractor and preferably a different field insurance adjuster will meet to conduct a second or "re-inspection" of the damage. As was the case with scheduling the initial insurance adjuster inspection, the exact date and time of the re-inspection is again determined by you when you demand of your insurance company claims department that an insurance adjuster conduct the re-inspection on an exact date and time chosen by you.

At the re-inspection, if agreed to by your insurance company claims representative, with both your chosen contractor and the new insurance field adjuster present, you will follow the same process as you did at

the initial adjuster inspection which includes handing to and asking the new adjuster to complete, sign, and date, the Adjuster Questionnaire/Report 2 then return it to you. About five days after the re-inspection has been completed, your insurance company will send you a revised loss report showing any changes made by the second field adjuster and the claims desk adjuster.

If the re-inspection loss report that the insurance desk adjuster will send to you still shows that damage was missed or omitted, and your contractor contests the results shown on the re-inspection loss report, the adjuster or in house desk claims manager in possession of the re-inspection loss report may call you and say that your contractor is charging too much, say or imply that your contractor is trying to “rip you off”, or say, “we have contractors who will complete the repair work for much less”. This fairly common practice, one which you should pay little attention too, is known as “Tortious Interference” which is, as was mentioned previously, defined as causing harm by intentionally disrupting a contractual relationship, or harming a business relationship or activity by spreading lies.

The field, staff, or desk claims adjuster’s purpose and intent in making such accusations is to cause you to doubt your contractor, become frustrated, consider illegally breaching your agreement with your contractor, or simply give up, and accept the insurance company’s unfair underpayment and incomplete settlement offer. Once your claim has gotten to that point, your contractor will have hit “The UPPA WALL”, as described previously, and can offer you no further help. You are still free to attempt to negotiate your claim and attempt to interpret your policy language on your own and with the knowledge you will have gained from learning the process through this guide, you will be in a much better position to make the attempt than 98% of insured policyholders and contractors across the country.

In lieu of agreeing to conduct re-inspection, your insurance company claims desk adjuster, who will, at some point in the process, take over the claim from the original insurance adjuster, may, instead of approving their field adjusters corrected damage loss report, order a claim “investigation” to be conducted by one of their independently contracted and paid third party "forensic" engineers, or as I call them - “hired guns”, as I mentioned previously.

Assuming your insurance company has agreed to conduct a re-inspection with a new adjuster, at or after the re-inspection, the insurance adjuster may actually agree to add all of the legitimate missed or omitted damage items to a revised loss report resulting in a full payment at real, true, and accurate (RTA) free market pricing on your claim, but far too often, that will not be the case.

When that indeed is not the case, at that point, you as the insured will have basically four options; 1. Using the knowledge you have gained from studying this guide, you can argue your case on your own for fair and full payment on your claim that includes 100% GC O&P payments. 2. Hire a licensed Public Insurance Adjuster who can negotiate your claim and interpret policy language for a pre-determined percentage fee of the total claim. Unlike your contractor who cannot negotiate the settlement price of your claim or interpret policy language, a licensed professional Public Insurance Adjuster can. 3. As allowed by most if not all insurance policies, hire and pay an unbiased and independent insurance appraiser to take your claim to appraisal. 4. Hire and pay a licensed, experienced, and well versed insurance attorney to prosecute (see to its end) your claim.

In choosing from the three remaining options however, although they will likely increase the chances of your claim eventually being paid near to or in full, those processes will also likely and unfortunately cause final settlement of your claim to be further delayed – and with additional out of pocket costs to you. Better

to accept a hopefully short insurance company caused delay however, than accept a claim underpayment that could amount to many thousands of dollars.

Insurance companies also know (and hope) that if your claim is underpaid, and you don't hire a Public Insurance Adjuster to take over the claim, and, you are reluctant to or cannot afford to pay additional out of pocket monies to hire and pay an appraiser or attorney, you may just decide to give up the fight and accept the insurance company's unfair and potentially fraudulent underpriced settlement offer. That is their hope, anyway, and that is the whole point of the UPPA laws I mentioned previously that prevent your contractor from negotiating the final and total price of your claim on your behalf – to cause you to become so frustrated with the process that you do indeed, give up the fight.

If your insurance company realistically does owe you \$30,000 on your claim and they refuse to pay more than \$20,000 and you do not fight back for the additional \$10,000 they still owe you - and that, pre-UPPA, your contractor would have been able to negotiate for on your behalf, the insurance company then keeps the additional money they should have paid you on your claim as undeserved, unearned profits. These nefarious and unjust practices save the property & casualty industry billions of dollars every year.

You pay premiums to your insurance company for coverage based on near future real, true, and accurate (RTA) free market prices, therefore, it makes sense that your P&C insurance company should settle your claim at least at current real, true and accurate (RTA) free market pricing rather than attempt to leave you less than whole. You deserve no less. If however, your insurance company disagrees with you and/or your contractor, they may choose to send one of their paid for third party structural engineers to conduct a "forensic investigation" of your claim. When that is the case, you will follow the same process as you did with the insurance company adjusters.

When the engineer arrives at the claim site and introduces him or herself to you, you will hand him or her the Engineer Questionnaire/Report 3 and, as you did with the original insurance company adjuster or adjusters, then ask him or her to complete the form then return it to you. The engineer may or may not do so and if they do not, make note of that in your claims process records file.

The engineer may also refuse to conduct their "investigation" of the damage with your contractor present - which is fine. Insurance company paid engineers may also refuse to conduct their "investigation" if they know that they are being recorded. You, as the insured property owner however, have every right to and always should video and/or audio record the process when conducted on your private property.

After completing their "forensic" investigation of the property, the engineer will write an opinion report on their findings and deliver it to the insurance company. As is the case with insurance adjusters, many engineers are reluctant to provide a copy of their engineering report to the insured property owner. If your insurance company denies your claim based on the engineers report however, you need to know what the engineers report said. Don't hesitate to demand a copy of that report for your records.

If, after all has been said and done, your insurance company and you finally come to a fair and full settlement agreement, your insurance company will send you an initial check in the amount of the depreciated value of your claim – which is known as the Actual Cash Value (ACV) payment. From that, if your insurance policy is a Replacement Cost Value (RCV) policy, you will be able to issue a down payment to your contractor that you will give to him or her when you meet to complete the contract and pick out the new replacement products for your property. Your contractor will then schedule the project and order the necessary materials needed to complete your restoration.

On completion of your restoration, your contractor will order building inspections and, if you were also required to submit paperwork to your mortgage company, schedule a final inspection by them as well. NOTE: Reminder, if your insurance policy is an Actual Cash Value (ACV) policy rather than a Replacement Cost Value (RCV) policy, all you will receive from your insurance company is the Actual Cash Value (ACV) of the policy minus your deductible.

Once those inspections have been completed and approved, you (or Public Insurance Adjuster, if you hired one) will send a final invoice to your insurance company requesting the final payment due which should consist of the agreed to final amount due you on your claim minus your deductible and any ACV payments previously paid to you. That final payment should also include any and all properly calculated GC O&P payments owed on the claim.

On receipt by you, you and your contractor will meet to go over the contractor's final invoice and you will pay the final balance due your contractor. Your contractor will then issue your lien waivers and installation and product warranties along with a receipt showing that you have paid the contractor the full and final balance due them per your contract.

Common covered damage that insurance adjusters regularly omit

In this section, I cover some of the items that insurance company paid insurance field and desk adjusters regularly omit from or refuse to pay on their damage estimates. Although there are many more, since roof damage claims are the most prevalent, I will go over those items most often omitted and/or refused. They are as follows: Roof starter which is the first course of roofing material installed over roofing felt paper and any roofing drip edge and/or gutter apron. Drip edge is edging that should be installed on all roof edges to prevent water from dripping directly onto and causing rot to fascia boards (face boards).

NOTE: If drip edge does not already exist, the insurance company is not required, under most normal circumstances, to pay to have it installed. If however, you do have Ordinance or Law coverage, and the code requires drip edge, your insurance company may be required to pay to bring the roof up to current code by paying to have new drop edge installed. Either way, drip edge should always be installed, even if paid by you out of pocket.

Roof Ridge Cap which is made up of the finishing pieces that cap the roof ridges after the new roofing has been installed. Another part of a complete roofing system that needs to be considered is the actual roof deck material. The roof deck needs to be a solid and nail-able surface and if it is not or the existing roof deck material is not up to current code, it must be replaced. In most cases, insurance adjusters will deduct and/or omit these items saying they can be taken from waste, or are not damaged.

In fact, the items they say can be taken from waste typically cannot be taken from waste and are therefore, separate items that must be paid for - separately. If insurance adjusters (field or desk) stick to an argument that they are to be reused or taken from the waste or something similar, demand that the insurance adjuster or desk adjuster show where that is addressed in your insurance policy. It is unlikely that they will be.

A roof is not made up of just the shingles or tiles, it is an entire roof system that has many components that must be installed in proper order and per precise manufacturer specifications in order for a roof to be properly repaired. A fairly new scheme of insurance companies is to claim that a roof is repairable by replacing only a few shingles. If the contractor disagrees, the insurance company will expect the

contractor to conduct a repairability test to prove the roof is not repairable. My view on that clever trick – insurance company says the roof is repairable? The insurance company rather than you or your contractor needs to prove that it is indeed repairable. In order to determine if the roof decking does provide a nailable surface, your 3RSystems, LLC trained contractor will also always inspect the roof decking from attics, where accessible.

Additional advice and warnings

In regards to contracting for insurance covered storm caused property damage repairs, doing the actual repair work is only 30% of the job - the “easy” part. Dealing with and going up against multi-billion dollar P&C insurance companies, their independent and staff adjusters, claims desk adjusters, their third party engineers, and their lawyers who are typically reluctant to fully pay their insured's claims is 70% of the job - the hard part. If you want to make sure that all of the damage is recorded, priced properly, and fully paid, make sure you only hire a proven experienced and professional 3RSystems, LLC trained professional storm damage restoration contractor to complete the repairs.

Important note: Although it can prove to be a bit cumbersome, documenting the entire claims process from start to finish yourself by recording photos, dates, times, names, phone calls, emails, etc., is an important and necessary part of the process in moving your claim from "filed to final" at real, true, and accurate (RTA) free market pricing that is relative to the insurance premiums paid by you to your P&C insurance company. Never accept a claim settlement offer from any insurance adjuster or insurance company claims desk adjuster before you have at least had a 3RSystems, LLC restoration contractor inspect your property for damage. Remember, you pay the premiums and that ultimately makes you the boss.

If a severe wind and hail storm comes through the area where your property is located, when safe to do so, video record all of the damage as soon as possible after the storm. If hail was/is present, pick up the largest samples and save them in your refrigerator freezer as evidence. Also record the date and time of the event. If your property was previously hit by hail prior to a current storm and you filed a claim after the previous storm but that claim was denied, your insurance company may try to blame the current hail damage on the previous storm damage that was previously denied. If they denied your claim on the previous storm, they cannot honestly then make the attempt to deny your current claim – even though they may try.

On wind damage claims, adjusters and engineers often rely on unreliable data that claims high damaging winds may have occurred close to your property but not at your property. For example, after Hurricane Irma, in attempting to deny a property owner's wind damage claim based on reports from an airport weather station miles away from the insured's property, the insurance company denied the wind damage claim. What the insurance company did not know was that prior to the time stated when the wind damage occurred, the airport weather station had been destroyed by the hurricane.

Adjuster/Engineer/Desk Adjuster Questionnaire/Report Forms

Insured Property Owner Instructions

Ask each field or staff adjuster (or engineer) who conducts an inspection of your property for damage to complete, sign, and date the form then return the completed form to you. Also ask desk adjusters to complete, sign, and date the Desk Adjuster Questionnaire/Report form then return the completed form to you.

Upon arriving at the claim site on the stated date and time but prior to conducting the initial inspection, the insurance adjuster (or engineer) will introduce him or herself to you and explain the adjustment inspection process. You will then hand to the adjuster (or engineer) an Adjuster/Engineer Questionnaire/Report then ask the adjuster (or engineer) to complete, sign, and date the form then return it to you for your records. The form asks pertinent and important questions regarding the adjusters (or engineer's) training, licensing, qualifications, experience, insurance, actual employer, etc. You have every right to know all you can about the individual who will be estimating, inspecting, and pricing (only adjusters price repairs) the damage to your property.

Some adjusters and some engineers will take the form from you but will not complete, sign, and date the form then return it to you. The fact that they received the form from you however, will tell them that you are a much better educated insurance consumer and they will seriously consider that fact when deciding how to report their findings later on. If/when they do return the completed form to you, place the completed form in your claim file record for future reference, if needed.

After you have reviewed the loss report sent to you by your insurance company Desk Adjuster that tells you what they are offering to pay on your claim (typically with missing items and underpriced), you should send the Desk Adjuster Questionnaire/Report to the desk adjuster by email and ask that person to complete, sign, and date the Desk Adjuster Questionnaire/Report form then return the completed form to you.

NOTE: Before handing an Adjuster or Engineer Questionnaire/Report form to an adjuster or engineer or sending a Desk Adjuster Questionnaire/Report form to a desk adjuster, always write in your name, your insurance company, your policy number and your claim number in the first two lines of the form.

Adjuster Questionnaire/Report 1 to the first INDEPENDENT or STAFF (directly employed) insurance company adjuster who inspects your property. Ask: Independent or staff.

Adjuster Questionnaire/Report 2 to the second INDEPENDENT or STAFF (directly employed) insurance company adjuster who inspects your property when a re-inspection is ordered (if a re-inspection is ordered). Ask: Independent or Staff.

ENGINEER Questionnaire/Report 1 (if the insurance company assigns an engineer to inspect your property).

DESK ADJUSTER Questionnaire/Report 1 (not the independent or staff adjuster) whose name should be found on the loss report price estimate sent to you – often listed as “claims representative”. That person will be the person who ultimately decides what you will be paid on your claim.

Adjuster Questionnaire/Report 1

Insured _____ Insurance Company _____

Policy # _____ Insurance Claim # _____

=====

Adjuster Name _____ Home State _____

Are you licensed in this state? Yes ___ No ___ If yes, state license # _____

Are you a structural engineer? Yes ___ No ___ If not, your specialty? _____

Years of experience in your specialty? _____ Trained by _____

Certifications _____

Specific training pertaining to this claim? _____

Have you ever installed/replaced the items you have been assigned to inspect? Yes ___ No ___

Please describe three different scenarios: _____

True name of actual employer _____ # of years _____

Your immediate supervisor _____

Workers comp insurance carrier _____

Workers comp insurance policy # _____

Errors & Omissions (E&O) insurance carrier _____

Errors & Omissions (E&O) policy # _____

Your direct (personal) business telephone number (_____) _____ - _____

Your direct (personal) business email address _____ @ _____

PLEASE INCLUDE YOUR INSPECTION NARRATIVE WITH YOUR REPORT(S) TO THE INSURED

This Adjuster/Engineer Questionnaire/Report will be made part of the claim record. Completing this report will assist the claimant in achieving a full, fair, and proper insurance claims financial settlement. Please complete, sign, and date below confirming that you have read the questionnaire, then return to the insured policyholder.

Signature: _____ **Date:** ____/____/____

BE ADVISED THAT INSURANCE FRAUD OCCURS WHEN AN INSURANCE COMPANY, INSURANCE AGENT, INSURANCE ADJUSTER, ENGINEER, INSURANCE CLAIMS DESK ADJUSTER, MANAGER, OR SUPERVISOR, INSURANCE COMPANY ATTORNEY, OR INSURANCE CLAIMS EXECUTIVE COMMITS A DELIBERATE DECEPTION IN ORDER TO OBTAIN AN ILLEGITIMATE GAIN.

Adjuster Questionnaire/Report 2

Insured _____ Insurance Company _____

Policy # _____ Insurance Claim # _____

=====

Adjuster Name _____ Home State _____

Are you licensed in this state? Yes ___ No ___ If yes, state license # _____

Are you a structural engineer? Yes ___ No ___ If not, your specialty? _____

Years of experience in your specialty? _____ Trained by _____

Certifications _____

Specific training pertaining to this claim? _____

Have you ever installed/replaced the items you have been assigned to inspect? Yes ___ No ___

Please describe three different scenarios: _____

True name of actual employer _____ # of years _____

Your immediate supervisor _____

Workers comp insurance carrier _____

Workers comp insurance policy # _____

Errors & Omissions (E&O) insurance carrier _____

Errors & Omissions (E&O) policy # _____

Your direct (personal) business telephone number (_____) _____ - _____

Your direct (personal) business email address _____ @ _____

PLEASE INCLUDE YOUR INSPECTION NARRATIVE WITH YOUR REPORT(S) TO THE INSURED

This Adjuster/Engineer Questionnaire/Report will be made part of the claim record. Completing this report will assist the claimant in achieving a full, fair, and proper insurance claims financial settlement. Please complete, sign, and date below confirming that you have read the questionnaire, then return to the insured policyholder.

Signature: _____ **Date:** ____/____/____

BE ADVISED THAT INSURANCE FRAUD OCCURS WHEN AN INSURANCE COMPANY, INSURANCE AGENT, INSURANCE ADJUSTER, ENGINEER, INSURANCE CLAIMS DESK ADJUSTER, MANAGER, OR SUPERVISOR, INSURANCE COMPANY ATTORNEY, OR INSURANCE CLAIMS EXECUTIVE COMMITS A DELIBERATE DECEPTION IN ORDER TO OBTAIN AN ILLEGITIMATE GAIN.

Engineer Questionnaire/Report 1

Insured _____ Insurance Company _____

Policy # _____ Insurance Claim # _____

=====

Engineer Name _____ Home State _____

Are you licensed in this state? Yes ___ No ___ If yes, state license # _____

Are you a structural engineer? Yes ___ No ___ If not, your specialty? _____

Years of experience in your specialty? _____ Trained by _____

Certifications _____

Specific training pertaining to this claim? _____

Have you ever installed/replaced the items you have been assigned to inspect? Yes ___ No ___

Please describe three different scenarios: _____

True name of actual employer _____ # of years _____

Your immediate supervisor _____

Workers comp insurance carrier _____

Workers comp insurance policy # _____

Errors & Omissions (E&O) insurance carrier _____

Errors & Omissions (E&O) policy # _____

Your direct (personal) business telephone number (_____) _____ - _____

Your direct (personal) business email address _____ @ _____

PLEASE INCLUDE YOUR INSPECTION NARRATIVE WITH YOUR REPORT(S) TO THE INSURED

This Engineer Questionnaire/Report will be made part of the claim record. Completing this report will assist the claimant in achieving a full, fair, and proper insurance claims financial settlement. Please complete, sign, and date below confirming that you have read the questionnaire, then return to the insured policyholder.

Signature: _____ **Date:** ____/____/____

BE ADVISED THAT INSURANCE FRAUD OCCURS WHEN AN INSURANCE COMPANY, INSURANCE AGENT, INSURANCE ADJUSTER, ENGINEER, INSURANCE CLAIMS DESK ADJUSTER, MANAGER, OR SUPERVISOR, INSURANCE COMPANY ATTORNEY, OR INSURANCE CLAIMS EXECUTIVE COMMITS A DELIBERATE DECEPTION IN ORDER TO OBTAIN AN ILLEGITIMATE GAIN.

Desk Adjuster Questionnaire/Report 1

Insured _____ Insurance Company _____

Policy # _____ Insurance Claim # _____

=====

Desk Adjuster Name _____ Home State _____

Are you licensed in this state? Yes ___ No ___ If yes, state license # _____

Are you a structural engineer? Yes ___ No ___ If not, your specialty? _____

Years of experience in your specialty? _____ Trained by _____

Certifications _____

Specific training pertaining to this claim? _____

Have you ever installed/replaced the items you have been assigned to inspect? Yes ___ No ___

Please describe three different scenarios: _____

True name of actual employer _____ # of years _____

Your immediate supervisor _____

Workers comp insurance carrier _____

Workers comp insurance policy # _____

Errors & Omissions (E&O) insurance carrier _____

Errors & Omissions (E&O) policy # _____

Your direct (personal) business telephone number (_____) _____ - _____

Your direct (personal) business email address _____ @ _____

PLEASE INCLUDE THE FIELD ADJUSTERS NARRATIVE AND ENGINEER (if ordered) REPORT WITH YOUR REPORT(S) TO THE INSURED(S)

This Desk Adjuster Questionnaire/Report will be made part of the claim record. Completing this report will assist the insured claimant in achieving a full, fair, and proper insurance claims financial settlement. Please complete, sign, and date below confirming that you have read the Desk Adjuster Questionnaire/Report then return to the insured policyholder.

Signature: _____ **Date:** ____/____/____

BE ADVISED THAT INSURANCE FRAUD OCCURS WHEN AN INSURANCE COMPANY, INSURANCE AGENT, INSURANCE ADJUSTER, ENGINEER, INSURANCE CLAIMS DESK ADJUSTER, MANAGER, OR SUPERVISOR, INSURANCE COMPANY ATTORNEY, OR INSURANCE CLAIMS EXECUTIVE COMMITS A DELIBERATE DECEPTION IN ORDER TO OBTAIN AN ILLEGITIMATE GAIN.

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About the Author



Larry M. Burtis

President – ICCOA/3RSystems, LLC

From new home framer to roofing/siding/gutter/etc. sub-contract installer to General Contractor to insurance/investment advisor to retail and restoration contractor trainer to insured's property damage recovery consultant to winning *Pro Se* litigator to licensed PA...and then some.

3RSystems, LLC founder/President/CEO Larry Burtis, brings to the table over four decades of proven hands on retail and insurance restoration construction industry experience plus nearly 20 years of concurrent in depth insurance/investment industry advisory experience as owner and president of 3RS Wealth Creation Systems.

In that position, his financial advice and expertise was sought out by leaders of some of the country's most well-known multi-million and multi-billion dollar companies. Included among his clients were one of the founding members of the Dayton-Hudson Corp/Target Corp., and Anthony Adducci, inventor and co-founder of Cardiac Pacemakers, Inc., Technology Enterprises Venture Capitalists, and the North American Banking Company.

Along with the experience mentioned, with the help and support of several Supreme Court justices and other legal experts over the years, Larry has achieved a winning *Pro Se* legal record, both in and out of Court, against high profile law firms and their attorneys in complex legal disputes involving various government and multi-million to billion dollar corporate entities and individuals - many who were suspected of having committed fraud against consumers.

Larry has also achieved a winning record of helping insured property owners to overcome the obstacles placed in their way by multi-billion dollar property & casualty insurance companies who attempted to unfairly underpay or deny their legitimate property damage insurance claims. With that varied and proven experience, Larry is able to offer retail and restoration contractors and their property owner customers, a multi-faceted and powerful top down construction industry, insurance/investment industry, and legal industry experience based training perspective that is unmatched anywhere in the industry.

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