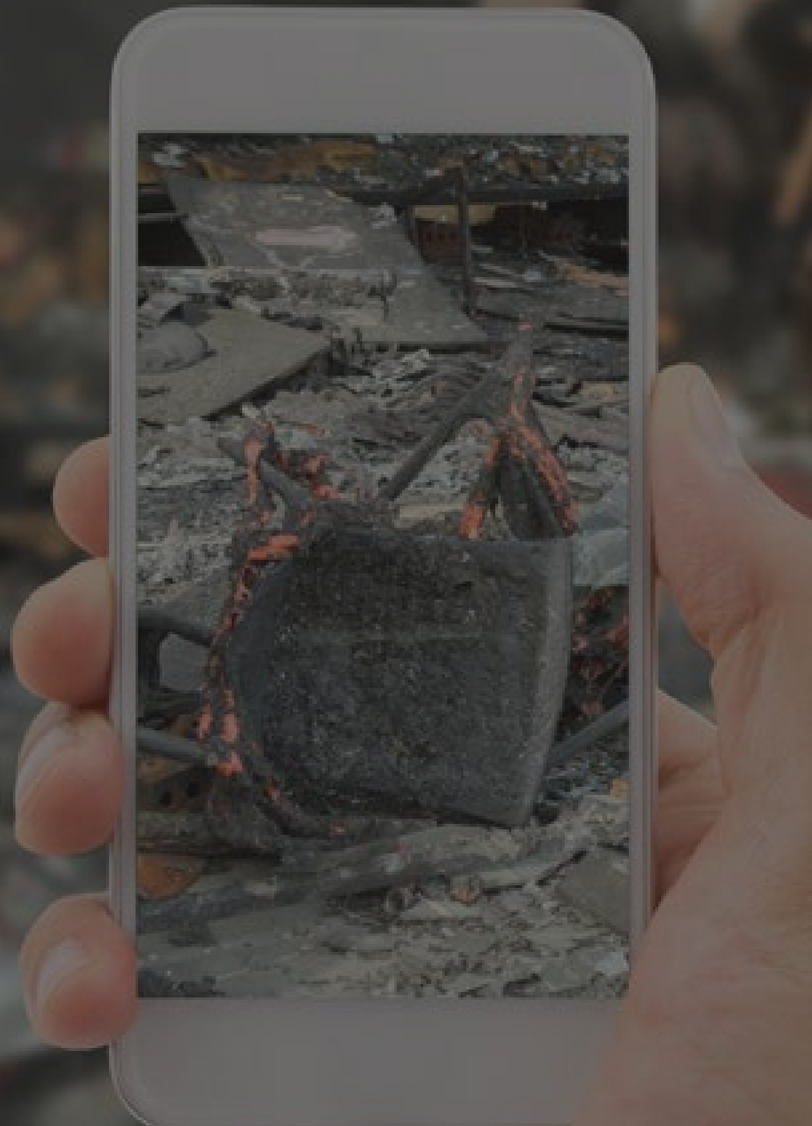
MILLER
Public Adjusters



EXPERTS GUIDE

TO GETTING THE MOST OUT OF YOUR PROPERTY INSURANCE CLAIM

www.MillerPublicAdjusters.com
Contact@MillerPublicAdjusters.com

Headquarters
4090 W. Spencer St.
Appleton, WI 54914
Tel: (800) 958-4829

Miller Public Adjusters

Welcome to
contents

We are here to help.

This knowledge will help you through the process of getting your life back to normal

While you are in the midst of a catastrophe, your mind goes on automatic pilot. It prioritizes the important issues and you execute critical tasks without thought, but what happens after the fire dies down or the storm passes over? Do you know your next step?

You might already realize that your immediate post-catastrophe future will involve insurance companies, repair contractors and an endless stream of related activities. It's also important to know what you can do to get the most out of your property insurance claim without feeling additional anxiety and stress. That knowledge will help you move seamlessly through the process of getting your home repaired and getting your life back to normal.

Your Policy

is a contract with your insurance company

Your Homeowner's policy can be a valuable resource when you're trying to prioritize your activities after the initial shock of a catastrophic incident.

Section I Conditions

The compliance to-do list with your insurance policy.

There are policies to follow to obtain the most for your claim.

It's an agreement with your insurance company where your duties and the insurance company's responsibilities are spelled out in black and white. You probably won't have the time, energy or desire to review your policy immediately after a loss occurs, but you should reserve a convenient time to review the relevant policy language as soon as the excitement dies down.

The "Section I Conditions" are a key portion of your homeowners policy. They set forth a to-do list that explains what steps you should take to comply with your insurance policy after your home is damaged by an insured peril. The conditions outlined in the HO 3 Homeowners Policy are an example of the insurance industry standards for cooperation and follow-up required by most policies.

You must promptly report

YOUR CLAIM

Learn more how early reporting of your claim can save you from many of the tribulations of working with your insurance company.

TIME MATTERS

The first item listed in your policy conditions under "B Duties After Loss," is a requirement that you "Give prompt notice to us (the insurance company) or our agent;..." Timely notice is crucial because it sets the tone for mutual cooperation between you and your insurance company.

- It allows the insurance claims adjuster to evaluate your claim in a timely manner.
- As the insurance company requires that you enable them to inspect your damage, when you report your claim immediately they must assume some of the responsibility for failure to move your claim forward during the early stages.
- Prompt reporting gives your insurance company an early opportunity to inspect your damage and evaluate your claim before you hire a contractor.
- Early claim reporting limits the insurance company's ability to later assert that a delayed claim report may have jeopardized their rights.
- Often an adjuster feels pressured to evaluate your claim quickly so the company can set a loss reserve and set aside an amount equal to your potential claim payout.
- Many insurance companies have a 24-hour claim notification system with a toll-free number and a live representative to make early reporting an easy, no-excuses process.

You are required to protect your property

After you report the claim to your insurance company it may be days before an adjuster surveys your damage. Following a loss, policyholders are required to prevent further property damage. Put a tarp over your home or board up the property if possible. If you can't gain access to your obtain a letter from the fire department or another city agency documenting the fact.

Declarations Page

This one-page document shows the policy period for which you have coverage. It lists you and any other owners or those with an insurable interest, such as your mortgage company. It also describes your house and the address, the amount of insurance, deductibles, and a list of endorsements.

Insuring Agreement

This simple paragraph explains that you have insurance if your premiums are paid and you comply with policy provisions.

Damaged Items

Do not dispose of damaged items until your insurance adjuster review the loss. Most people will throw away personal property after a loss when they feel it is not salvageable.

This must be determined by the adjuster and authorized in writing. Without having these items available for inspection you may risk being reimbursed.

Exclusions

Some insureds believe that insurance companies give you coverage in one section and take it away in another. That line of thinking is true to some extent The "Exclusions" section outlines damage caused by a number of situations such as "Earth Movement," "Intentional Loss," or Governmental Action" that are excluded by even the most comprehensive Homeowners policies.

Coverages

When a fire or other peril damages your home, the extensive "Section I" coverage description tells you if and how it's covered. Depending on the type of policy you purchased, your damage may be covered on a "specified perils" or an "all risk basis." The Coverage sections also describe the types of property covered and list any restrictions, limits or extensions for certain classes and locations of property. "Section II" coverages apply only to liability situations.

Definitions

This section defines what key terms or phrases, such as "you," "your" or "Business," mean when they appear in your policy.

Understand that Insurance Companies

Interpret Policies to Their Advantage

Don't leave your coverage analysis up to your insurance company's adjuster to skew the policy interpetation that supports a lower claim payout.

Company staff insurance adjusters are under pressure to pay as little as possible to keep the higher-ups happy.

Insurance company staff adjusters are a small link in a long chain of command that reaches upper executives and high-level pencil pushers. As the insured's first line of contact, adjusters must establish goals for maintaining claim payments within a range that keeps the higher-ups happy. Adjusters are often second-guessed on the claim dollars they pay and it can motivate them to keep payments low.

In other words, company staff insurance adjusters are under pressure to pay as little as possible. It's not unusual for an adjuster to take advantage of questionable claim circumstances or ambiguous policy language to make his loss payment history shine a little brighter. Besides, adjusters know that once they've paid your claim, they have no way of getting the money back. But if they can justify paying a low amount now, they can always pay more money later... if forced to do so.

When you leave coverage analysis up to your insurance company adjuster, the skewed policy interpretation that may result could be due to lack of knowledge. But it's most likely intentional, with the adjuster simply taking the opportunity to interpret your coverage in a way that supports a lower claim payout. That's an important reason for you to understand what your insurance policy covers. Policy knowledge can motivate you to push for a fair claim settlement.

Document & Organize Every Step of the

CLAIM PROCESS

When your home is damaged, handling your claim requires a lot of time and attention. You will discuss important claim facts with your insurance agent and adjuster and review damages with your contractor. You'll have to keep track of receipts, contracts, and bills. You may have to document hotel bills and other additional living expenses.

Even if you have a knack for remembering little details, you should still organize all of your claim-related details in one place. When you need to find information about a long ago phone conversation or you need a copy of a bill that the insurance company adjuster misplaced, you'll be glad you kept such detailed records.

Keep track of all receipts in one place so you can turn them in for your expenses.

• Take photos of your damaged home and personal property, beginning from the date of the occurrence and continuing with regular photo updates as repairs are completed.

• Keep notes of relevant in-person conversations to refresh your memory about important claim discussions.

• Chronologically document dates and times of phone calls to agents, contractors, and adjusters so you can remind them of important conversations they might not remember.

• Keep track of bills and receipts for an organized presentation when it's time to turn in your final claim expenses.

• Never send the insurance company an original bill without making a copy for yourself.

• Organize documents, bills, receipts, and notes in a folder. It makes it easier to pass on your information should you choose to hire a professional to handle your claim issues.

Keep copies of everything.

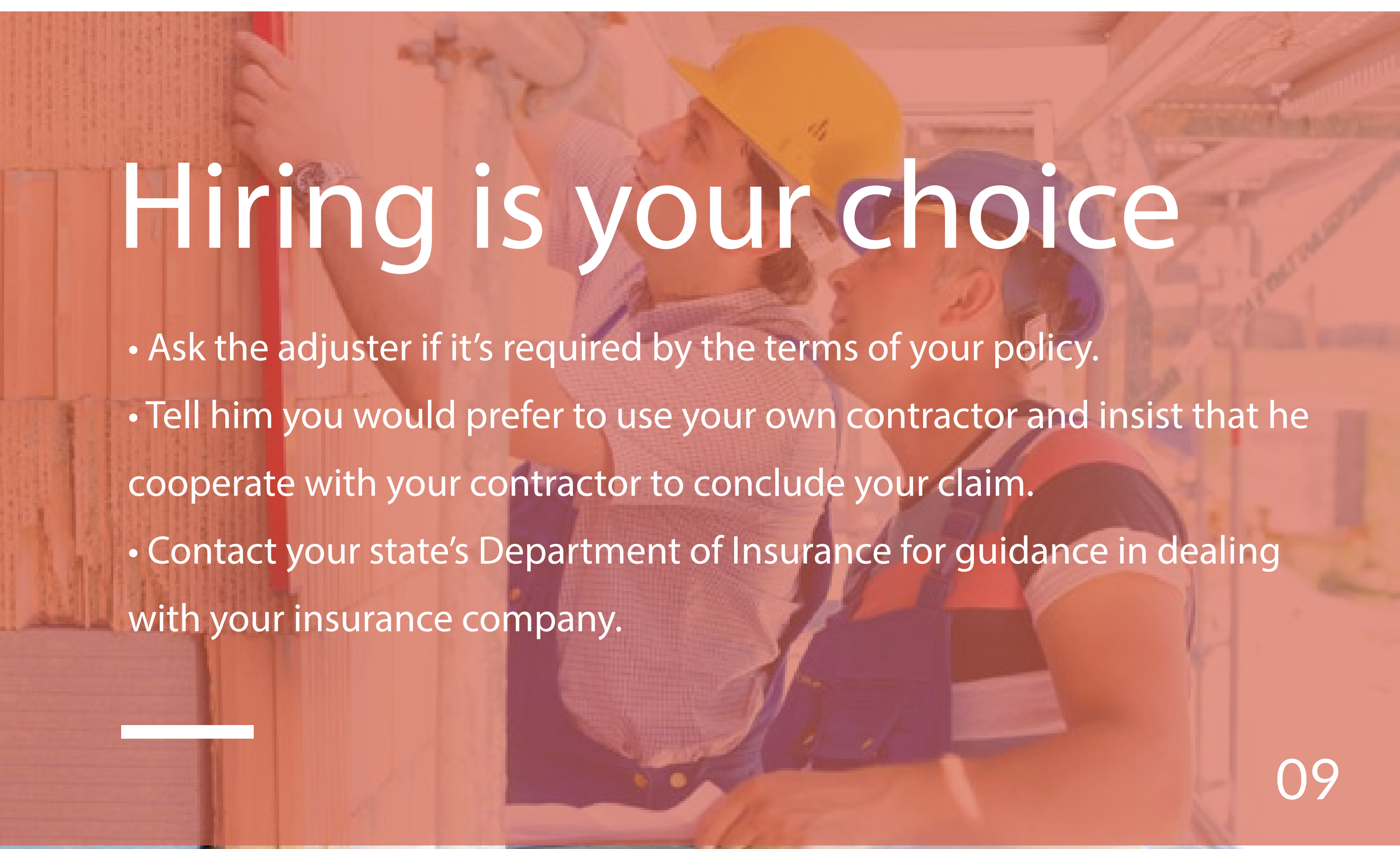
You Don't Have to

hire the contractor your insurance company recommends

When an adjuster writes a Scope of Damages and recommends a contractor who can do the work for his price, you have no obligation to use that contractor unless you choose to do so. It's a procedure that referred to as "steering." As there may be conflicts of interest involved, many states have laws and consumer guidelines that restrict insurance company and adjuster efforts to steer policyholders to specific contractors.

You can ask to use your own contractor for your claim.

When you take the time to read your insurance policy, you understand that your insurance company's own policy language usually spells out that it owes you a settlement based on Actual Cash Value or Replacement Cost. While policy forms differ in some states, traditionally, Homeowners policy forms used by many insurance companies have no provision that requires you to use a service they recommend. There are several things you can do when your property adjuster tries to stop you from hiring the contractor of your choice.



Hiring is your choice

- Ask the adjuster if it's required by the terms of your policy.
- Tell him you would prefer to use your own contractor and insist that he cooperate with your contractor to conclude your claim.
- Contact your state's Department of Insurance for guidance in dealing with your insurance company.

Use Common Forms

Work from a common “scope of loss” form instead of an estimate or appraisal.

When you’re trying to work through the problems associated with getting your home repairs completed, a “Scope of Loss” can be a viable alternative or comprehensive supplement to estimates and appraisals. It contains details you might not find on a contractor’s estimate or adjuster’s appraisal. As it outlines the damage, room-by-room, it includes enough relevant repair information to assist the process of settling your claim and restoring your home to its pre-loss condition.

Instead of following a set format, a “Scope of Loss” focuses on conveying the information necessary to properly assess the damages. It can be in a brochure, a notebook, single or multiple documents. It can be presented any format you choose as long as it contains the necessary information.

NECESSARY INFORMATION

- Photos, estimates, and dimensions
- Detailed explanation of structural damage
- Description of building code compliance work
- Amount and quality of materials

Don’t Accept the 1st Offer or Pressure to Take a

Lowball Settlement

When your home is damaged, you may feel that a timely settlement can remove the accumulated stress you’ve felt since a disaster changed your life. That might be true, but speed should never be your primary reason for yielding to insurance company pressure to accept an inadequate offer. There are a number of factors to consider.

THERE ARE A NUMBER OF FACTORS TO CONSIDER

1

When your damage is extensive, it’s not unusual for a contractor to find additional damage as they begin the repair process.

2

If your claim settlement is lowered significantly due to depreciation factors, remember depreciation guidelines are not set in stone. You can negotiate a better settlement

3

When the insurance adjuster writes his opinion on damages, it’s just an opinion that’s not necessarily any better than your contractor’s opinion. Recruit your contractor to speak up on your behalf to secure a better property settlement.

4

When an adjuster writes a Scope of Damages, he relies on programs and parts resources to give him the prices he includes in his estimates. If the price of materials rises before your contractor orders what he needs for your job, the settlement will be too low to cover your repairs.

5

Often an insurance adjuster will use a coverage concern as leverage to pay you less. If a coverage declination was a valid option, the company would likely refuse to pay your claim altogether. If you feel your adjuster is using coverage concerns to minimize your claim payment, reject the offer and assert your right to receive a fair payment.

Know & Understand Policy Language and

Common Insurance Terms

Some insurance company property adjusters get so wrapped in trying to sound professional, they spout off policy terms and quote policy language when circumstance call for a simple explanation. Those spontaneous bouts of insurance jargon gone wild might sound ominous and intimidating when you don't know what an adjuster is talking about and you prefer not to ask. But excessive insurance-speak could be a sign that your claim is too complicated and your adjuster is in too deep to admit it.

The solution: take notes, review your policy and the next time you'll be prepared. Here are a few key phrases adjusters use to intimidate unsuspecting insureds.

Coinsurance Clause

This is an old insurance phrase. The provision still exists, but you probably won't find it in current Homeowners policies. "Coinsurance clause" refers to the 80% insurance provision in the "Loss Settlement" portion under policy "Conditions." It's a requirement that a policyholder must maintain insurance that's at least 80% of a home's replacement cost. If not, the insurance company will pay less than the full amount of a claim.

Debris Removal

In order for the contractor to repair your damaged home, he must remove destroyed property and other debris. The insurance company will pay the amount to clear it away, but any claimed amount is paid out of "Additional Coverages" and not deducted from the policy limit for your home.

Add'l Living Expenses

When your damages render your home unfit for you to remain on the premises, your policy will pay the extra costs you incur to live elsewhere. This coverage is found und "Coverage D - Loss of Use."

Don't let your recorded or sworn STATEMENT get you in trouble

Your insurance company wants to know what happened to cause your damage and they usually want it in your own words. To get the information they require, your property insurance adjuster will likely ask your permission to conduct a recorded statement or interview. If you're stressed over your home and your recent loss, you could very well say something inappropriate that could jeopardize your claim settlement.

Unfortunately, your policy requires that you cooperate, and while it does not mandate a recorded statement, it specifically requires that you "Submit to an examination under oath..." If you refuse, it may trigger a reservation of rights letter, declination of coverage or a mutual refusal to cooperate.

You may wish to consider how best to handle this situation before the insurance adjuster knocks on your door. Before that happens you may wish to hire your own insurance professional to coach you on how to respond or discuss an alternative method for complying with the insurance company's request.

Don't Neglect to Submit a Proof of Loss, if Requested

Don't neglect to include mandatory documentation.

If you don't read or understand any other section of your policy, be sure to review the insured's duties found in your "Conditions" section. That's where you will find details about the "Proof of Loss" requirement. An adjuster will not always require that you submit a "Proof of Loss." Submitting a proof of loss is an important part of the claim process when needed, and it's up to you to understand the requirements, the common problems, and solutions.

- The "Proof of Loss" is a form, but you can comply with your policy duties by submitting the required information in a notarized statement written in any format you choose.

- Don't neglect to include the claim documentation that must accompany your "Proof of Loss."

- Your policy explains the time frame you have to comply with its POL provisions. Missing your Proof of Loss deadline could lead to a reservation of the company's rights or an outright declination of coverage.

- If you can't meet the deadline ask for an extension in writing.

You can ask for an extension on the deadline to give you more time to collect what is required by your policy's Proof of Loss.

Working your way through the property insurance claim process can be a draining experience. You have so many tasks to complete, it may seem that you must develop a whole new skillset to work out all of the details. If you can't or don't want to do it on your own, it's your right to hire an insurance professional with the experience and expertise to help resolve your claim. That's what a Public Adjuster does best.

Whether you've suffered a property insurance loss from a fire, water, storm, or any other disaster, understanding your options should be the most important step after filing an insurance claim. A Public Adjuster may be your best option to protect your interests and achieve the best outcome for your property loss.

CONTACT US

WI Office

4090 W. Spencer St.
Appleton, WI 54914

(920) 393-9089

IL Office

300 N. LaSalle St
Suite 4925
Chicago, IL 60654

(312) 625-1003

FL Office

15310 Amberly Dr.
Suite 250
Tampa, FL 33647

(813) 515-0159

Office Hours

We are open 24 hours a day, 7 days a week

(800) 958-4829

Miller Public Adjusters is licensed and regulated to do business in the states listed below.
Illinois - Wisconsin - Indiana - Michigan - Minnesota - Florida - Texas

FREE CLAIM REVIEW

Call us 24 hours a day at (800)958-4829 to schedule an appointment or fill out a Free Claim Review online to see if we can help.