

AF Adjust First

Public Insurance Adjusters



Level The Playing Field

Maximize Your Settlement

www.adjustfirst.org

The Complete Guide To AdjustFirst

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Get The Maximum Payout

Level The Playing Field Maximize Your Settlement

\$1.7

Million
Settlement
Fire

\$945

Thousand
Settlement
Fire

\$2.1

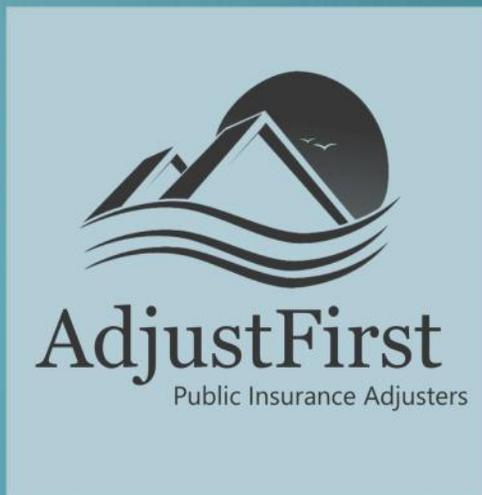
Million
Settlement
Fire

\$886

Thousand
Settlement
Fire

\$1.4

Million
Settlement
Fire



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Level The Playing Field Maximize Your Settlement

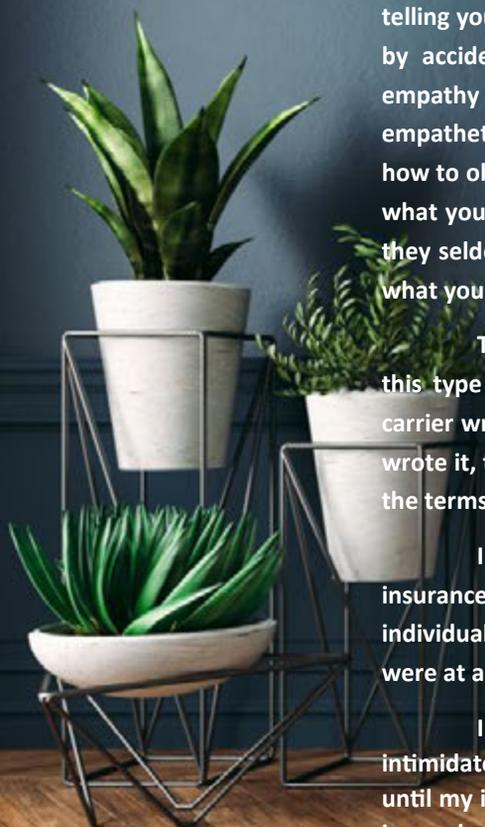
If you are reading this book, more than likely, you have suffered a major loss to your property. Accept my sincere condolences, and I hope you the best.

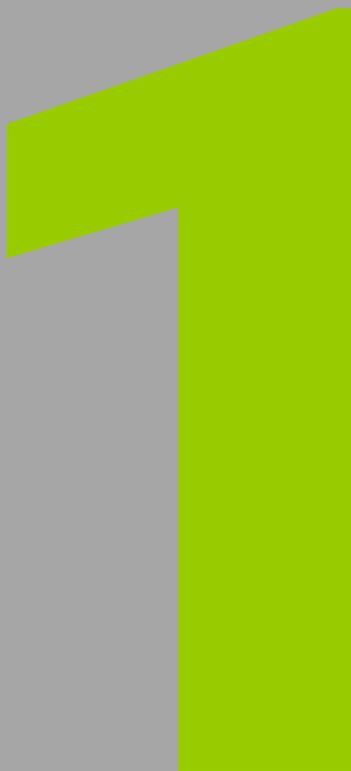
Knowledge is power, soon, you will find that the insurance carrier knows more than what they are telling you. The insurance adjuster may show great empathy and look you right in the eye, telling you that everything is going to be okay. This does not happen by accident, part of an insurance adjuster's training is to show empathy and listen to the insured intently. Unfortunately, these empathetic adjusters often fail to communicate all your rights and how to obtain the maximum payment. The adjuster knows precisely what you are entitled to and how you can maximize your claim, but they seldom explain how you may obtain this type of settlement or what your policy entitles you to.

The insurance policy you purchase is a contract. We refer to this type of agreement as a contract of adhesion. The insurance carrier writes it, and you adhere to it. Since the insurance company wrote it, they are at a great advantage as they are very familiar with the terms and requirements.

I have represented Judges, Attorneys, Doctors, and insurance experts in my career with their claims. Even though these individuals were highly educated and experts in their field, they were at a severe disadvantage against the insurance carrier.

In fact, in all these cases, the insurance carrier was not intimidated by their education and wrongfully withheld payment until my involvement. How is this possible? Before any lawsuit, the insured must adhere to the policy's conditions section. The insurance carrier knows this, therefore, they can delay payment, deny coverage, lowball, and not be worried about any repercussions.





INTRODUCTION

How we can help you
after a loss

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Public Insurance Adjusters

TYPES OF ADJUSTERS

PUBLIC ADJUSTER

Only Works For You

Public adjusters means the insurance adjusters who do not work for your insurance company. They work for you, the insured, to assist in the preparation, presentation, and settlement of your claim. You hire them by signing a contract and agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation. Public adjusters are required to be licensed, bonded, and tested by the State of California to represent your interest only.

COMPANY ADJUSTER

Employees of Insurance

Company adjusters means the insurance adjusters who are employees of your insurance company. They represent your insurance company and are paid by your insurance company. They will not charge you a fee and are not individually licensed or tested by the State of California.

INDEPENDENT ADJUSTER

Hired by Insurance

Independent adjusters means the insurance adjusters who are hired on a contract basis by your insurance company to represent the company in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.

Level The Playing Field Maximize Your Settlement

After filing a claim with your insurance company, your insurance will send out an adjuster to assess the damage to your property. The adjuster will document the loss and set a reserve amount. It is important to remember that the adjuster works for the insurance company.

When the insurance adjuster inspects the property, you may be asked to provide an account of your damages, show them, and describe what may have been the cause of the loss. If you are asked to sign a statement, it is essential to review it to verify it is accurate before signing it.

Policyholders must remain firm in holding their insurance companies accountable. After all, you pay monthly premiums to your insurance company, so they should help you financially after a loss.

Only Public Adjusters can represent **you**, the Insured. The Company Adjuster and the Independent Adjuster work for the Insurance Company.



www.adjustfirst.org

AdjustFirst

Public Insurance Adjusters

We Specialize in **Insurance Claims**

AdjustFirst specializes in representing **Property Owners** with their **Insurance Claims**. Our team includes Public Adjusters, Appraisers, Forensic Accountants, General Contractors, Inventory Specialists among many other experts specializing in Insurance Claims.

Residential Insurance

Residential Insurance covers your home, personal property, and additional living expenses.

Business Insurance

A **Business Owners Policy** is a package policy for small businesses that combines property insurance, crime coverage, liability insurance, and additional protection into one convenient package.

Commercial Insurance

Commercial Property Insurance protects your business against loss and damage of company property due to a wide variety of events such as fire, smoke, wind and hail storms, civil disobedience and vandalism.



Get The Maximum Payout

Insurance Claims Experts



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Fire Damage Experts

AdjustFirst has experts certified by the **IICRC** and **American Restoration Systems** in Fire & Smoke Restoration, Fire Restoration Specialist, Journeyman Fire & Smoke Restorers, Odor Control, and Upholstery and Fabric Cleaning.

Fire Damage Categories

Flaming - Fire involves the rapid oxidation of fuel with associated flame, heat, and light.

Smoldering - Fire involves a slow, low temperature, flameless form of combustion, sustained by the heat evolved when oxygen directly attaches to surface of a condensed phase fuel.

Protein - Fire involves burnt food which creates a grayish white smoke, heavy odor, and generally leaves little visible residue. Burnt organic material leaves soot that is hard to see, but easy to feel. The odor from a protein fire can be overpowering, and removing it can be difficult.

Electrical - Fire involves damage caused by burnt electrical wiring. The United States Fire Administration has determined that electrical fires kill approximately 485 Americans every year. Electrical fires also cause roughly \$868 million in property damage every year. Bad wiring causes 33 percent of electrical fires in residential areas.

Chemical - Fire involves plastic, electronics, paint, and other toxic materials.

Get The Maximum Payout

Fire Damage Experts



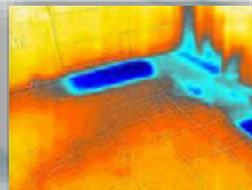
Flaming Fire - Fire involves the rapid oxidation of fuel with associated flame, heat, and light.

AdjustFirst

Public Insurance Adjusters

Adjust First Public Insurance Adjusters

AdjustFirst is a group of licensed Public Insurance Adjusters who negotiate claims on behalf of the insured under an insurance policy covering real or personal property. The advantage of a Public Insurance Adjuster is that you have a representative between you and the insurance company with years of training in preparing, submitting, and settling your claim to the maximum amount. As a Public Insurance Adjuster, we are licensed and registered with the **California Department of Insurance**.



Get The Maximum Payout

Review Your Insurance Policy

The insurance policy is the contract between the insurer and the insured. The typical policy contains the declaration page, agreement, definitions, and conditions all which formulate part of the contract between you and the insurance company.

Coordinate Immediate Emergency Assistance

Typically under the conditions section of your policy, emergency services are required as a policy condition. "In the event, your covered property sustains covered loss or damage, you should protect the property from further damage."

Assist in completing the Duties After Loss

- Give Prompt written notice to the insurer
- Prepare a list of all damaged or destroyed personal property
- Cooperate with investigation of the loss or damage

Substantiate the Value of Your Loss

We work with a team of engineers, contractors, environmental experts and industrial hygienist. These experts will prepare detailed reports as to the extent of damage to your property.

Prepare an Itemized Estimate of Damages

Make a list of all damaged or destroyed personal property showing in detail the quantity, description, actual cash value, replacement cost, age and amount of loss.

We Submit the Claim and Pursue A Prompt Settlement

After the loss is completely cataloged, we prepare an equitable Statement of Loss. After the Statement of Loss is submitted as required by your policy, we pursue a timely settlement.

Final Settlement

After all requirements are met, per your insurance policy, we will reach a final settlement that is fair and equitable.



AdjustFirst

Public Insurance Adjusters

The AdjustFirst **Team of Experts** Includes:

Public Adjusters

A Public Adjuster is a licensed professional that exclusively works for the policyholder and never the insurance company.

Damage Appraisers

A damage appraiser has a vast knowledge of construction and years of experience in appraising damage.

Fire Mitigation Experts

Certified by the IICRC a fire mitigation expert understands the effects of fire, smoke and or water on a structure.

Forensic Accountants

A Forensic Accountant specialize in the financial presentation of your claim. The insurance carrier has its experts, and so should you.

General Contractors

A general contractor is licensed by the California State Contractors Board and familiar with the repair of damaged property. The knowledge of a general contractor on staff is crucial as to provide detailed information for the restoration of damaged property.

Inventory Specialist

An inventory specialist has a vast knowledge in personal property with expertise in the preparation of an itemized inventory list.

Water Mitigation Experts

Certified by the IICRC a water mitigation expert is familiar with the S500 written protocol and procedures and how water impacts a structure.

Get The Maximum Payout



Commercial Fire Damage

Offer: **\$150,000.00**

Settlement: **\$313,599.87**

Increase: 109%

Owner: Retail Store

The fire caused major damage to Retail Store. All business stock items were considered a total loss. A detailed inventory was generated with Retail and Wholesale pricing for the Actual Cash Value settlement.



Commercial Fire Damage

Offer: **\$51,657.22**

Settlement: **\$104,326.86**

Increase: 101%

Owner: Investor

Commercial fire damage with sub-sequential damage to one unit. Insurance carrier did not want to rewire complete unit. AdjustFirst negotiated a fair settlement offer with the complete rewire of the entire unit.



Wind Damage

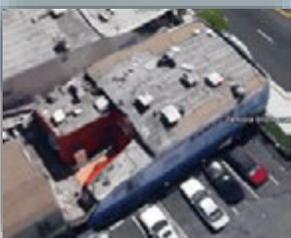
Offer: **\$56,102.06**

Settlement: **\$598,039.81**

Increase: 965%

Owner: Homeowner

A large tree fell onto the home causing major structural damage. The initial adjuster did not allow for City Permits and or Engineered Plans. AdjustFirst negotiated a fair settlement offer including the aforementioned items.



Commercial Fire Damage

Offer: **\$255,049.59**

Settlement: **\$411,160.43**

Increase: 61%

Owner: Investor

Commercial fire damage with major structure damage to restaurant kitchen and equipment. AdjustFirst negotiated a fair settlement offer.

Questions & Answers



HOW CAN ADJUST FIRST HELP ME?

AdjustFirst works for you, not the insurance company. At a difficult, stressful time when you have so many things to deal with, AdjustFirst will relieve you of many time-consuming and complicated tasks in preparing and filing your insurance claim. A typical fire policy contains hundreds of provisions and stipulations constantly changing forms and endorsements. AdjustFirst knows the insurance business and works to expedite your payments. We handle all levels of residential losses as well as commercial losses.

WHAT DO LICENSED PUBLIC ADJUSTERS DO?

AdjustFirst represents you, the property owner, after a loss. AdjustFirst handles every detail of the claim, working closely with you to provide the most equitable and prompt settlement possible. AdjustFirst's adjusters, estimators, appraisers, and experts inspect the loss site, analyze damage, assemble claim support data, review insurance policy coverage, and determine current replacement cost as required by your policy.

WILL I BE KEPT INFORMED?

Absolutely, your participation in the process is vital. AdjustFirst will communicate with you throughout the process and keep you advised of your claim status.

CAN I PREPARE MY OWN CLAIM?

Possibly, but it stands to reason that a licensed public adjuster with years of training and experience in evaluating losses and processing insurance claims is going to be able to do it more efficiently to maximize your claim benefits.

Get The Maximum Payout



Commercial Fire Damage

Offer: **\$287,262.88**

Settlement: **\$405,609.46**

Increase: 41%

Owner: Investor

Income property suffered damage to four units. AdjustFirst represented insured and negotiated a fair settlement offer including loss of income.



Commercial Collapse

Offer: **\$544,042.84**

Settlement: **\$1,021,643.37**

Increase: 87%

Owner: Investor

Commercial collapse with major damage to the structure. The Insurance Carrier attempted to deny coverage. AdjustFirst retained the services of experts to prove the cause of loss and obtain coverage.



Industrial Fire Damage

Offer: **N/A**

Settlement: **\$727,351.56**

Increase: N/A

Owner: Manufacturer

Sleep Perfect Mattress Company suffered a major fire at their manufacturing plant. Sleep Perfect required temporary relocation and replacement of the entire building.



Commercial Fire Damage

Offer: **\$89,813.89**

Settlement: **\$382,715.00**

Increase: 326%

Owner: Restaurateur

Fire causes the temporary closure of Tarte Tatin Bakery & Café in Beverly Hills, California. AdjustFirst negotiated a fair settlement offer of more than \$382,715.00.

AdjustFirst

Public Insurance Adjusters

Adjuster Profile



Public Insurance Adjuster

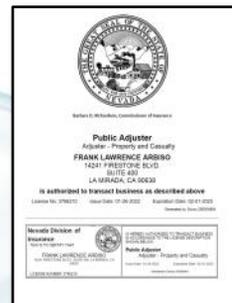
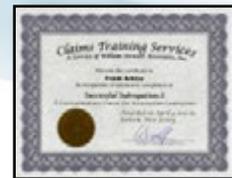
Frank Arbiso, PA
La Mirada Office
14241 Firestone Blvd., Suite 400
La Mirada, CA 90638

State License

Public Adjuster - Arizona #20862731
Public Adjuster - California #2i89720
Public Adjuster - Connecticut #17293451
Public Adjuster - Kansas #17293451
Public Adjuster - Kentucky #1299193
Public Adjuster - Maine #ADN466103
Public Adjuster - Maryland #A3002761301
Public Adjuster - Nevada #3766210
Public Adjuster - Rhode Island #3001772517
Public Adjuster - South Carolina #17293451
Public Adjuster - Texas #3068729
Public Adjuster - Utah #909560
Public Adjuster - Vermont #3002761330
Public Adjuster - Washington State #1298266
Public Adjuster - West Virginia #17293451
General Building Contractor - California #982805

Insurance Certifications (CE)

Adjusting California Earthquake Claims - WebCE
Adjusting Suspicious or Fraudulent Fire Claims - IRMI
AIC 300 - Claims in an Evolving World - The Institutes
Analyzing Property/Casualty Insurance Policies - WebCE
Best Practices for Claims Consolutions - IRMI
California Homeowners Insurance Valuation - IRMI
Claims Evaluation - IRMI
Claims Investigation - IRMI
Certificates of Insurance: Facts and Fallacies - WebCE
Certified Property Insurance Appraiser - IAUA
Certified Property Insurance Umpire - IAUA
Certified Property Insurance Appraiser and Umpire - CPAU
Claims Resolution - IRMI



Get The Maximum Payout

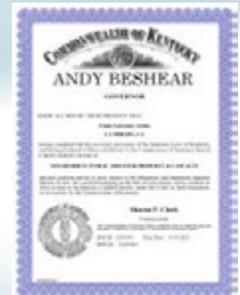
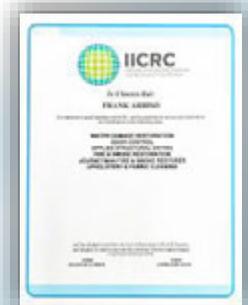
Commercial Lines 101 - WebCE
 Commercial Property Insurance - IRMI
 Cybersecurity: Protecting Your Clients and Your Practice E&O Issues
 Ethical Business Practices: Diversity, Equity, and Inclusion
 Ethical Principles, Ethical Practices - IRMI
 Ethics for the Claims Professional - IRMI
 Ethics Considerations for P & C Insurance Professionals - IRMI
 Ethics Performance With Integrity - WebCE
 Ethics for Producers: Cases and Comments - WebCE
 Ethics and the Trust Factor (CA) - WebCE
 Essential Law for the Claims Professional - WebCE
 Flood Insurance Fundamentals - IRMI
 Good Faith Claims, Bad Faith Claims - IRMI
 Homeowners Insurance - IRMI
 Homeowners Policy: Understanding the Coverages - IRMI
 IRMI on Personal Lines 101 - IRMI
 Insurance Fraud: Understanding the Issues - WebCE
 Insurance for Small Businesses - WebCE
 Insurance Regulation and Consumer Protection - WebCE
 Professional Excellence Through Ethics and Values - IRMI
 Subrogation Certification - Claims Training Services - IRMI
 Understanding Cannabis Risks and Insurance - WebCE
 Understanding Subrogation - IRMI

Insurance Restoration Certifications

Applied Structural Drying - IICRC
 CAL OSHA 10 Hour Safety Training
 Fire & Smoke Restoration - IICRC
 Fire Restoration Specialist - American Restoration Systems
 Journeyman Fire & Smoke Restorer - IICRC
 Lead Safety for Renovation Certified - NATEC
 Odor Control - IICRC
 Upholstery and Fabric Cleaning - IICRC
 Water Damage Restoration - IICRC

Insurance Association Member

American Association of Public Insurance Adjusters - AAPIA
 California Association of Public Insurance Adjusters - CAPIA
 Insurance Appraisal and Umpire Association, Inc. - IAUA
 Institute of Inspection Cleaning and Restoration Certification - IICRC



AdjustFirst

Public Insurance Adjusters

Adjuster Profile



Public Insurance Adjuster

Hector Rodriguez, PA, AIC, AINS, AIS, CPPA, SPPA
La Mirada Office
14241 Firestone Blvd., Suite 400
La Mirada, CA 90638

State License

Public Adjuster - Arizona #17288061
Public Adjuster - California #4378285
Public Adjuster - Colorado #888290
Public Adjuster - Connecticut #17288061
Public Adjuster - Georgia #3786794
Public Adjuster - Kansas #17288061
Public Adjuster - Kentucky #1369356
Public Adjuster - Maryland #3003359688
Public Adjuster - Nevada #4058015
Public Adjuster - South Carolina #17288061
Public Adjuster - Utah #1052836
Public Adjuster - Vermont #3003372713
Public Adjuster - West Virginia #17288061

State Contractor License

General Building Contractor - California #1135322

Designations

Associate in Claims - AIC
Associate in Insurance - AINS
Associates in Insurance Services - AIS
Certificate in Professional Public Adjusting - CPPA
Senior Professional Public Adjuster - SPPA

Insurance Certifications (CE)

Adjusting Suspicious or Fraudulent Fire Claims - IRMI
AIC 300: Claims in an Evolving World - The Institutes
AIC 301: Expanding Your Claims Perspective - The Institutes
AIC 304: Successfully Evaluating Property Claims - The Institutes
AINS 101: Increasing Your Insurance IQ - The Institutes
AINS 102: Understanding Personal Insurance - The Institutes
AINS 103: Exploring Commercial Insurance - The Institutes
AIS 320: Delivering Dynamic Insurance Services - The Institutes



Get The Maximum Payout

Certified Property Insurance Appraiser—CPIA
 Certified Property Insurance Umpire - CPIU
 Certified Property Appraiser and Umpire - CPAU
 Claims 101 - WebCE
 Ethical decision Making in Risk and Insurance - The Institutes
 SPPA 30 - Claim Principles and Practices for Public Adjusters
 12 Hr Codes and Ethics Pre License - America's Training Center
 20 Hr Public Insurance Adjuster - America's Training Center

Insurance Restoration Certifications

CAL OSHA 10 Hour Safety Training
 Fire & Smoke Restoration - IICRC
 Water Damage Restoration Technician - IICRC

Insurance Association Member

American Association of Public Insurance Adjusters - AAPIA
 California Association of Public Insurance Adjusters - CAPIA
 Insurance Appraisal and Umpire Association, Inc. - IAUA
 Institute of Inspection Cleaning and Restoration Certification - IICRC

Professional Profile

Hector Rodriguez began his career in the insurance industry in 1998, helping people navigate the complexities of insurance claims. Starting his journey alongside a seasoned insurance repair contractor, Hector quickly mastered the essentials and developed a keen eye for detail. With over two decades of experience, he has built a reputation for excellence and has worked with some of the most respected insurance contractors in the industry. Hector's recent roles at Kemper Insurance and the Automobile Club have allowed him to further hone his expertise in property claims. His ability to handle complex cases with precision and care has established him as a go-to professional for clients seeking reliable and thorough insurance claim assistance. What sets Hector apart is his deep understanding of property insurance intricacies, paired with a genuine commitment to his clients. He is dedicated to not just solving problems but also providing peace of mind. With a blend of comprehensive knowledge and hands-on experience, Hector is dedicated to making a difference in the field of insurance claims, one client at a time.



The Policy

The policy is a contract of adhesion, the insurance company rights it, and we adhere to it. The terms, conditions, and definitions in the policy matter. For example, one word in an entire policy of over 50 pages can afford or deny coverage. You may think that the insurance company would not try to deny coverage for a loss due to one word, we have seen it first hand and have overcome their attempt.

Misrepresentations

The policy has many exclusions which reduce coverage or deny it altogether. The insurance knows this and has attempted to deny coverage based on an exclusion that would not apply. For example, wear and tear are frequently quoted as an exclusion for damage. This is true, but only if it is the primary cause of the loss. For example, when a fire occurs, the primary cause is the fire, a covered peril.

Wrongful Denial

Our client's entire claim was denied due to one word, vacancy vs. unoccupied. We were able to reverse the denial and obtain a settlement for \$170,179.61. Our client would never have imagined that the same insurance company which collected premiums for 20 years would deny a fire claim due to one word.

Loyalty Unrewarded

Our clients were loyal policyholders for more than 20 years. Every month they paid their premiums and expected coverage in return. When the loss occurred, it was quickly evident that the insurance company was a business where profits came first.

The Agent that sold the policy was a good person with the best intentions. Unfortunately, Agents no longer have any say in the settlement of a claim.

It Matters

Just as the insurance company uses the policy to its advantage, a knowledgeable and versed professional can use the policy against the insurance to the consumer's advantage.

POLICY

Declarations

Definitions

Insuring Agreements

Exclusions

Conditions

Policy Form

Endorsements

Riders

Jackets

1 CONFIRM COVERAGE

Policy Period, Insurable Interest, Loss Location, Type of Loss, Cause of Loss, Policy Limits, Other Insurance

2 UNDERSTAND THE POLICY

Policies are Contracts, Contract Interpretation, Declarations, Insuring Agreements, Exclusions, Definitions, Conditions, Endorsements, and Other Insurance.

3 CONDUCT INVESTIGATION

All activities of an Insurer or its claims agent related to the determination of coverage, liabilities, or nature and extent of loss or damage for which benefits are

4 COMMUNICATE OFTEN

Resolving insurance claims amicably requires constant and substantive communication between the Insured and the Adjuster.

5 MAINTAIN CLAIMS FILES

Maintain claim data that are accessible, legible, and retrievable for examination.





6 DOCUMENT THE CLAIM FILE

Because the interaction is not always perfect, it is essential to document all interactions in the claim files.

7 STAY WITH A CLAIM

To be an effective adjuster, it is imperative that the adjuster establishes rapport with the Insurer and then continues with the Insured from start to finish.

8 EDUCATE CONTINUOUSLY

Insurance and the law of insurance are continuously changing. The key to becoming a professional claims handler is education and information.

9 ADJUST

The adjuster must be capable of working with various people under multiple difficult situations, determining the dispute, and resolving it in a manner that is acceptable.

10 SETTLE THE CLAIM

Reach a fair settlement offer with the Insurance carrier.

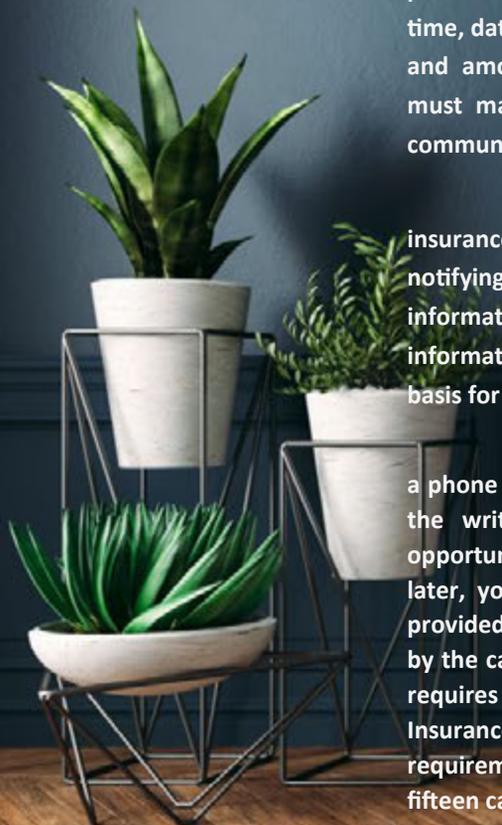


Level The Playing Field Maximize Your Settlement

The insurance carrier will maintain a detailed log of your communication with them. When I speak with an adjuster on the phone, you will hear them typing every statement in the communication log. When a lawsuit is brought against an insurance carrier, they will provide a copy of the communication log as part of the discovery. The communication log has the time, date, notes, communications, activities, decisions, and amounts paid on your claim. Accordingly, one must maintain a detailed log of all interactions and communications with the insurance carrier.

The first interaction you will have with the insurance carrier is to notify them of the claim. When notifying the insurance carrier of your claim, detailed information will be required as to the loss. The information provided will be documented and be the basis for coverage and payment in the future.

The notification of a claim can be achieved by a phone call or written correspondence. The benefit of the written correspondence is that you have the opportunity to start documenting your claim. Months later, you will rely on documentation that you have provided and, vis-versa, the documentation provided by the carrier. All documentation is time-sensitive and requires a written response per the Department of Insurance. The insurance carrier must abide by the requirements and provide a written response within fifteen calendars days of any written request.





CASE STUDIES

A look into a better
settlement

www.adjustfirst.org

AdjustFirst

Public Insurance Adjusters



Residential Fire Damage

Offer: **\$210,734.89**

Settlement: **\$407,500.00**

Increase: **Limits + Extended Replacement Cost (ERC)**

Owner: Homeowner

Insurance Carrier only offered \$210,734.89. Adjust First negotiated a fair settlement offer of \$407,500.00 including policy limits and extended replacement cost (ERC).



Residential Fire Damage

Offer: **Reservation of Rights**

Settlement: **\$374,046.34**

Increase: **Policy Limits**

Owner: Homeowner

Insurance Carrier sent a reservation of rights to the Insured. They Insurance Carrier was looking to deny the claim. Adjust First overcame the reservation of rights and settled the loss for \$374,046.34.



Church Explosion Damage

Offer: **\$9,599.10**

Settlement: **\$118,487.59**

Increase: 1134%

Owner: Church

Commercial explosion damage caused the temporary closure of the Church. Adjust First negotiated a fair settlement offer which was much higher than the property owner expected.



Residential Fire Damage

Offer: **\$125,185.91**

Settlement: **\$332,547.91**

Increase: 165%

Owner: Homeowner

Residential fire damage to electrical and mechanical systems. The insurance carrier utilized "Experts" that were not properly licensed. AdjustFirst filed a complaint and negotiated a fair settlement offer.

Get The Maximum Payout

**Commercial Fire Damage**Offer: **\$2,737.33**Settlement: **\$111,917.13**

Increase: 3988%

Owner: Restaurateur

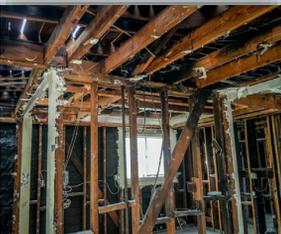
A Commercial fire caused damage to Taco Mexico Restaurant. The initial insurance offer was substantially deficient. AdjustFirst worked with Engineers, Contractors, and Environmental testing Companies to present the proper claim amount.

**Commercial Fire**Offer: **\$849,613.89**Settlement: **\$1,534,266.37**

Increase: 80%

Owner: Business Owner

Commercial Fire damage affects 23 units and compromises the electrical system. Initially, the insurance carrier did not want to approve the full replacement of the electrical system. AdjustFirst

**Residential Fire Damage**Offer: **\$65,694.87**Settlement: **\$299,498.38**

Increase: 355%

Owner: Homeowner

Residential fire caused major damage to the complete structure. Insurance Carrier "expert," thought that the smoke could be cleaned with a "mop". AdjustFirst retained Industrial Hygienist to substantiate the smoke damage.

**Wind Damage**Offer: **\$19,800.18**Settlement: **\$121,419.78**

Increase: 513%

Owner: Homeowner

High-winds caused substantial damage to the roof structure. The insurer had grossly undervalued the claim by not perusing a thorough investigation of the damages. AdjustFirst presented the claim and reached a fair settlement offer of more than

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Residential Fire Damage

Offer: **\$150,847.95**

Settlement: **\$219,475.00**

Increase: 45%

Owner: Homeowner

A residential fire caused a total loss to the structure and personal property. The Insurance carrier did not pay the policy limits upfront but offered a lesser amount. Adjust First negotiated payment for the total loss of the structure.



Commercial Fire Damage

Offer: **\$225,995.37**

Settlement: **\$336,916.09**

Increase: 49%

Owner: Investor

Commercial fire damage affected the electrical system. Adjust First, negotiated a fair settlement offer of more with a substantial increase.



Commercial Fire Damage

Offer: **\$100,000.00**

Settlement: **\$485,525.00**

Increase: 385%

Owner: Manufacturer

A commercial fire caused extensive damage to a furniture manufacturer. Adjust First represented the company in its insurance claim.



Apartment Explosion

Offer: **\$82,716.42**

Settlement: **\$244,687.45**

Increase: 195%

Owner: Investor

An explosion causes major damage to Apartment Units. AdjustFirst negotiated a fair settlement offer which included a substantial increase from the Carrier's original offer.

Get The Maximum Payout

**Residential Fire Damage**Offer: **\$150,209.81**Settlement: **\$283,696.56**

Increase: 88%

Owner: Homeowner

A residential fire damaged the attic and electrical system. Adjust First was recommended by the contractor to assist in the negotiation of the claim.

**Residential Fire Damage**Offer: **\$128,147.30**Settlement: **\$272,417.58**

Increase: 112%

Owner: Homeowner

A residential fire caused significant damage to a garage and smoke throughout the interior of the home. Adjust First was able to negotiate a fair settlement offer.

**Residential Fire Damage**Offer: **\$220,572.00**Settlement: **\$320,084.07**

Increase: 45%

Owner: Homeowner

A residential fire caused damage to the structure; insurance offered a very low amount. Adjust First was able to get policy limits on this claim.

**Commercial Fire Damage**Offer: **N/A**Settlement: **\$2,100,000.00**Increase: **Policy Limits**

Owner: Church

Adjust First negotiated a multi-million dollar settlement within 90 days following a commercial church fire that resulted in the total loss of the building.

AdjustFirst

Public Insurance Adjusters



Residential Fire Damage

Offer: **\$49,478.87**

Settlement: **\$84,684.92**

Increase: 71%

Owner: Homeowner

A fire caused damage to a residential home. The fire caused damage to the interior finishes and portions of the framing. Adjust First negotiated a fair settlement, allowing the Insured to restore the property.



Residential Fire Damage

Offer: **\$70,269.32**

Settlement: **\$225,441.34**

Increase: 220%

Owner: Homeowner

Residential fire damage insured did not want to cover a complete rewire and replacement of interiors. Adjust First negotiated a fair settlement offer of \$225,441.34 with a 220% increase.



Malibu Fire Damage

Offer: **\$38,818.28**

Settlement: **\$221,125.33**

Increase: 469%

Owner: Homeowner

The Woolsey Fire, near Malibu and the nearby Hill Fire, forced the evacuation of nearly 250,000 residents. During the evacuation, power outages caused further damage to the interiors of homes.



Commercial Fire Damage

Offer: **\$562,546.02**

Settlement: **\$1,014,410.55**

Increase: 80%

Owner: Investor

Commercial fire damage to retail store and shopping center. AdjustFirst negotiated a fair settlement offer of more than \$1,014,410.55.

Get The Maximum Payout



Residential Fire Damage

Offer: **\$198,779.56**

Settlement: **\$396,942.76**

Increase: 99%

Owner: Homeowner

Residential fire damage with light smoke throughout the entire home. Personal property required complete removal and cleaning offsite during the course of construction.



Commercial Fire Damage

Offer: **\$178,000.00**

Settlement: **\$546,730.81**

Increase: 207%

Owner: Restaurateur

Commercial fire caused damage to Restaurant. AdjustFirst worked with Engineers, Contractors, and Environmental testing Companies to present the proper claim amount.



Residential Fire Damage

Offer: **N/A**

Settlement: **\$574,776.18**

Increase: **Policy Limits**

Owner: Homeowner

A fire caused damage to a residential home. Adjust First negotiated the policy limits, allowing the Insured to restore the property.



Commercial Damage

Offer: **\$5,000.00**

Settlement: **\$82,564.64**

Increase: 1551%

Owner: Investor

Commercial vehicle damage to the structure. AdjustFirst worked with contractors and Engineers to determine the extent of damage. AdjustFirst negotiated a fair settlement offer of \$82,564.64.

AdjustFirst

Public Insurance Adjusters



Commercial Fire Damage

Offer: **N/A**

Settlement: **\$503,994.56**

Increase: N/A

Owner: Investor

Commercial fire damage caused the temporary closure of the rental hall. Adjust First negotiated a fair settlement offer which much higher than the property owner expected.



Commercial Fire Damage

Offer: **\$20,900.00**

Settlement: **\$69,632.58**

Increase: 233%

Owner: Fitness Gym

Commercial fire damage affected Fitness Gym in Long Beach, California. Adjust First prepared all claim-related documents and negotiated settlements for the structure, business property, and loss of income.



Residential Fire Damage

Offer: **\$351,674.91**

Settlement: **\$568,825.62**

Increase: 61%

Owner: Homeowner

A residential fire caused damage to the complete electrical system. Adjust First negotiated the complete replacement of the electrical system, including the removal of all interior finishes and structural repairs.



Residential Fire Damage

Offer: **\$51,154.11**

Settlement: **\$123,682.08**

Increase: 141%

Owner: Homeowner

A residential fire activated the fire sprinkler system and caused significant water damage throughout the home. Adjust First negotiated a fair settlement offer.

Get The Maximum Payout



Residential Fire Damage

Offer: **\$281,534.00**

Settlement: **\$486,990.19**

Increase: 72%

Owner: Homeowner

Residential fire to the structure and personal property. The initial insurance offer was substantially deficient and lacked the necessary items to perform the repairs in a workmanlike manner. AdjustFirst negotiated a much higher amount for repairs.



Residential Fire Damage

Offer: **\$125,185.91**

Settlement: **\$332,547.91**

Increase: 165%

Owner: Homeowner

A residential fire caused cosmetic damage to the structure and functional damage to mechanical systems. Adjust First negotiated a fair settlement offer.



Residential Fire Damage

Offer: **\$232,895.56**

Settlement: **\$401,574.71**

Increase: 72%

Owner: Investor

The residential fire caused structural damage to the building. AdjustFirst negotiated a fair settlement offer, including additional amounts for building code requirements.



Commercial Fire Damage

Offer: **\$126,237.00**

Settlement: **\$219,837.37**

Increase: 74%

Owner: Investor

Commercial fire damage to apartment complex. Adjust First negotiated a fair settlement offer upfront within a very short amount of time.

AdjustFirst

Public Insurance Adjusters



Residential Water Damage

Offer: **\$8,401.21**

Settlement: **\$99,806.76**

Increase: 1088%

Owner: **Secretary of State**

A broken water line caused significant damage to the kitchen and adjacent rooms. Initially, the Insurance Carrier offered such a low amount, that the Insured could not get the home repaired. Adjust First negotiated a much more realistic amount.



Residential Fire Damage

Offer: **N/A**

Settlement: **\$499,149.52**

Increase: N/A

Owner: **Law Enforcement**

A residential fire compromised the electrical and mechanical systems. Adjust First negotiated a fair settlement including the personal property and structure.



Residential Fire Damage

Offer: **\$76,967.28**

Settlement: **\$188,882.82**

Increase: 145%

Owner: **Law Enforcement**

A residential fire caused significant damage to the structure. Adjust First negotiated a fair settlement offer.



Residential Water Damage

Offer: **\$14,515.71**

Settlement: **\$55,204.03**

Increase: 280%

Owner: **Law Enforcement**

Water damage to the residential structure caused significant damage. Insurance offered a low amount for which the Insured could not repair. Adjust First more than doubled the settlement.

Get The Maximum Payout

**Residential Water Damage**Offer: **\$28,360.22**Settlement: **\$44,688.76**

Increase: 57%

Owner: **Law Enforcement**

Water damage to the residential structure caused significant damage. Insurance offered a low amount for which the Insured could not repair. Adjust First more than doubled the settlement.

**Commercial Fire Damage**Offer: **\$5,034.92**Settlement: **\$64,373.09**

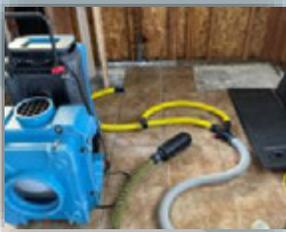
Increase: 979%

Owner: **Law Enforcement**

The business required immediate repairs due to the fact the city red-tagged the building. The initial estimate from insurance adjuster did not include framing, roofing, and adequate interior repairs.

**Residential Fire Damage**Offer: **N/A**Settlement: **\$223,138.59**Increase: **Policy Limits**Owner: **Law Enforcement**

Electrical fire with heavy smoke through the entire home. AdjustFirst prepared all required documents and negotiated a fair settlement of policy limits.

**Residential Water Damage**Offer: **\$21,210.59**Settlement: **\$42,369.66**

Increase: 99%

Owner: **Law Enforcement**

Water damage to the residential structure caused significant damage. Insurance offered a low amount for which the Insured could not repair. Adjust First more than doubled the settlement.

AdjustFirst

Public Insurance Adjusters



Residential Fire Damage

Offer: **\$134,165.38**

Settlement: **\$321,930.00**

Increase: 139%

Owner: Homeowner

A residential fire caused damage to the complete structure. The homeowner attempted to negotiate directly with the Insurance Company. Adjust First was retained and substantially increased the amount paid, which reached



Commercial Damage

Offer: **\$10,117.09**

Settlement: **\$73,003.42**

Increase: 621%

Owner: Accounting Firm

Commercial vehicle damage to Accounting Firm. Insurance company grossly undervalued the claim. AdjustFirst prepared and negotiated a fair settlement offer of \$73,003.42.



Residential Fire Damage

Offer: **\$29,997.90**

Settlement: **\$94,964.41**

Increase: 216%

Owner: Homeowner

Appliance Fire released chemicals into the home from burnt plastic and electronics. Contents required a complete pack-out of the entire home. Contents required specialized cleaning, deodorization, ozone, HEPA vacuuming, and testing prior to returning to home.



Commercial Fire Damage

Offer: **\$95,973.30**

Settlement: **\$186,401.53**

Increase: 94%

Owner: Attorney

Commercial building with major fire damage to the structure. An attorney hired Adjust First to negotiate entire claim before the Insurance Carrier. Insurance issued payment on a fair settlement offer.

Get The Maximum Payout

The Insurance Industry and WARREN BUFFET

Warren Buffet has a long history in the insurance industry, as it has been a cornerstone of Berkshire Hathaway's growth since its 1967 acquisition. Insurance companies collect large sums of money known as *float* in advance to pay claims. These *reserves* can be invested in the in-between time of paying out claims. Berkshire's insurance customers are letting them invest nearly \$100 billion, which Berkshire can invest for the benefit of its shareholders.

Claims come and go, but an insurer's *float* is typically steady amount over time. When the insurer's business grows, so does its float. Berkshire's insurance *float* has grown from just **\$39 million** in 1970 to about **\$114.5 billion** in 2017. Investing the *float* has been Warren Buffet's primary mechanism for growth over the years, and it is how his company has grown into a massive conglomerate. In 2016, Berkshire Hathaway earned more than **\$2.1 billion** of underwriting profit and has operated at an underwriting profit for 14 consecutive years.

As you may soon find out, your Insurance Company will use tactics to delay, withhold, and or minimize the amounts to be paid out on your claim. The Insurance can do so because it literally **wrote the rules** and conditions for which payment must be made. The rules and conditions are written in the "**Policy**" which you have received when purchasing your Insurance. The longer the Insurance has access to **your money**, the *float*, the more funds are available for their investment and profit.

Recent trends have shown Insurance Companies paying out an initial amount upfront but then placing the burden of proof on the insured to prove their loss in an effort to obtain the complete settlement months or years later. Unfortunately, the delay comes at a **cost to the insured**, as the benefits wrongly withheld are needed by the insured to replace the damaged property and put their life back in order. We have represented Accountants, Doctors, and Attorneys who have discovered that the Insurance Companies' thirst for profit comes at a cost to the insured.

WARREN
BUFFET

PUBLIC ADJUSTER

Only Works For **You**

Public adjusters means the insurance adjusters who do not work for your insurance company. They work for you, the insured, to assist in the preparation, presentation, and settlement of your claim. You hire them by signing a contract and agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation. Public adjusters are required to be licensed, bonded, and tested by the State of California to represent your interest only.

COMPANY ADJUSTER

Employees of **Insurance**

Company adjusters means the insurance adjusters who are employees of your insurance company. They represent your insurance company and are paid by your insurance company. They will not charge you a fee and are not individually licensed or tested by the State of California.

INDEPENDENT ADJUSTER

Hired by **Insurance**

Independent adjusters means the insurance adjusters who are hired on a contract basis by your insurance company to represent the company in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.

Level The Playing Field Maximize Your Settlement

After filing a claim with your insurance company, your insurance will send out an adjuster to assess the damage to your property. The adjuster will document the loss and set a reserve amount. It is important to remember that the adjuster works for the insurance company.

When the insurance adjuster inspects the property, you may be asked to provide an account of your damages, show them, and describe what may have been the cause of the loss. If you are asked to sign a statement, it is essential to review it to verify it is accurate before signing it.

Policyholders must remain firm in holding their insurance companies accountable. After all, you pay monthly premiums to your insurance company, so they should help you financially after a loss.

Only Public Adjusters can represent **you**, the Insured. The Company Adjuster and the Independent Adjuster work for the Insurance Company.

www.adjustfirst.org

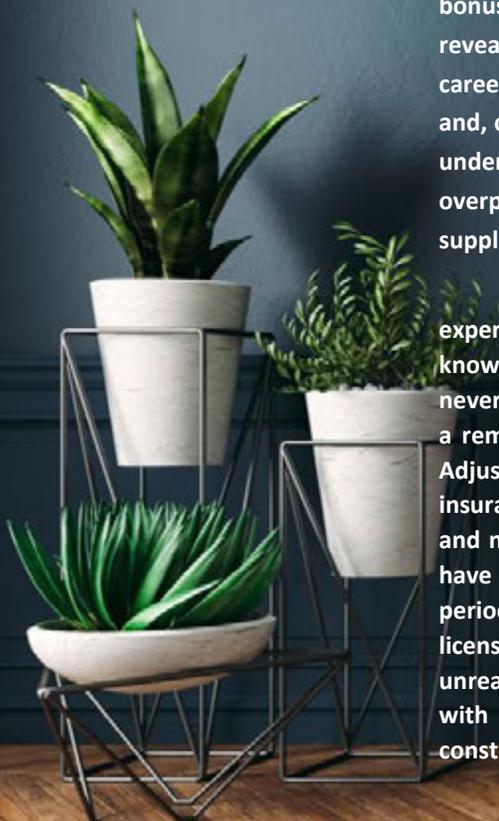
AdjustFirst

Public Insurance Adjusters

Level The Playing Field Maximize Your Settlement

Just like everyone else, an insurance adjuster is trying to make a living and provide for their family. The insurance carrier employs the adjuster for the specific purpose of negotiating the claim for them. The insurance carrier audits its adjusters, which intern provides raises, bonuses, and longevity within the organization. The audits reveal "leakage," which can be detrimental to the adjuster's career. Leakage is an industry term that refers to overlap and, consequently, an overpayment of a claim. It is safer to underpay a claim for an adjuster than to make an overpayment, as an omitted item can be paid later by a supplemental.

Most adjusters are not contractors and lack the experience to provide an accurate repair estimate. I have known adjusters for years and have confirmed they were never in the construction industry, all of a sudden, they have a remodel done at their home, and they are now experts. Adjusters have told me on several occasions during insurance inspections of their experience with a remodel, and now they present themselves as experts. In contrast, I have worked on over 5,750 restoration projects over a period of twenty years and hold both a public adjuster license and a general contractor license. It would be unreasonable to compare one remodel project to an expert with many years of actual hands-on experience with construction and insurance claims.



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**WHAT
PEOPLE
ARE SAYING**

What customers think
about us

www.adjustfirst.org

AdjustFirst

Public Insurance Adjusters

**Don't Navigate An Insurance Claim
Without Calling Us First**



Get The Maximum Payout

Dear Adjust First,

I would like to take this opportunity to thank you for all your efforts and assistance in the adjustment and negotiation of our Malibu fire.

It would seem that the Insurance Company threw every possible obstacle in our path to avoid paying our claim, but with your knowledge, patience, and reassurance, you were able to assist us and overcome all their objections.

Before I hired you, I felt the insurance company was taking advantage of the situation. When I first spoke with you, I immediately felt that we finally had someone with the expertise to take on the insurance company and level the playing field. I witnessed you taking on the insurance adjuster and experts, and finally, someone was there to fight for me. You were able to negotiate a settlement of more than four-hundred percent above the initial offer.

I think that without your assistance, we would still be negotiating with an insurance company that took on a more rigid and less friendly attitude as time went on.

I would gladly recommend your services to anyone who is facing an insurance claim like ours.



Kim Bubbs

HBO, Universal Pictures, Lifetime



**Payment
Increase
400%**

AdjustFirst

Public Insurance Adjusters

“They did an AWESOME Job”

Adjust First did an awesome job! I don't have anything negative to say about this company. I would recommend them to anyone that is looking for a public adjuster. They did an AWESOME job.

Rudolph B.



“Without a doubt, he is extraordinary at his profession”

When dealing with insurance company's it can get extremely difficult. Especially when one is not fully aware of the rights one has, which is why we get help from people like Frank Arbiso. Without a doubt, he is extraordinary at his profession. This gentlemen will fight for every penny to insure his clients get everything they deserve. He's very well educated in his profession and his experience is a plus towards his career. Every client is important to him no matter how small the peril is. Words can't describe how thankful my wife and I are with the Adjust First team. Nathan was the one who informed me, and explained the importance of an insurance adjuster. Before he came along I didn't even know an insurance adjuster existed. He took the time to explain and answer any questions I had and didn't pressure me into anything. Last but not least, thanks to Marisol Martinez for being the coordinator, she is great. She is easy to work with and is on top of things. Maybe, I shouldn't be saying this but, if you ask me, the 10 percent they charge is nothing compared to the compensation they end up getting for you.

Ervin C.



Get The Maximum Payout

“Our insurance was not cooperating with us”

Adjust First helped me tremendously when we had plumbing issues at home. Our insurance was not cooperating with us during this stressful time. I contacted Adjust First and Crystal came to the house right away. From then on - Adjust First pretty much took over and dealt with the insurance directly. Mr. Frank, main adjuster, was so helpful and informative to every step of the process. Sarah and Marisol, office staff, were very helpful as well. THANK YOU Adjust First for assisting our family when the insurance wouldn't.

Sandra V.



“The office staff helped greatly”

I would like to first express our appreciation to Adjust First for there assistance in our claim. Our church, during the 2017 Thomas Fire did not suffer like a lot of our community did but we suffered smoke damage. Our loss also was food loss, from not having electricity for 3 days in our pantry. Frank was knowledgeable of what needed to be replaced and what needed repaired. He was great voice for us. The office staff helped greatly Marisol, Sarah and Crystal. It was great having them on our side.

Fountain Apostolic Church



AdjustFirst

Public Insurance Adjusters

“Adjust First is the best!”

Adjust First is the best! My insurance company low balled me and wrote me a check for about \$5,000 to fix my roof after a tree fell on it. Luckily, I found Frank and his team! Frank stepped right in and took control of the situation. My insurance company has now paid me over \$40,000! Thanks Frank, I'll see you in a bit to pick up the last check.

Eduardo S.



“The best Public Adjuster for the people!”

Frank is, hands down, the best public adjuster for the people. He not only took the stress of our fire claim off us, but Frank and his staff went over and above to help us with our insurance claim. Adjust First is prompt, trustworthy and has the highest level of integrity which is difficult to find anymore. Frank is so knowledgeable and experienced in this field and was always there to advise us and inform us along the way. He not only knows the laws behind Insurance Claims, he knew how to handle our difficult claim using his professional know how and calm demeanor, which made Us always feel at ease. Thank you Frank, Sarah, and Marisol. We couldn't have done it without you.

Gail M.



Get The Maximum Payout

“We would highly recommend A+”

We had a fire on 7/21/2016 and used the services of Adjust First. We are very pleased with the final outcome and maximum payment from the insurance company. The customer service was great and much detail was given to our claim. We could not have obtained a higher settlement without the services of Adjust First. We would highly recommend A+.

Alberto G.



“Please do not hesitate to use me as a reference”

I want to thank you for your help in assisting us in collecting the amounts due to me from our insurance company. I know that without your assistance as our adjuster, we would not have received an adequate settlement from our insurance company. From the moment we retained AdjustFirst, Frank Arbiso took over every aspect of our structure claim. His expertise and professionalism were recognized and respected by our insurance company, which resulted in a timely settlement. Without his knowledge, we would not have been able to recuperate the amounts necessary to restore our building correctly. Thank you again, Frank, for all your hard work, please do not hesitate to use me as a reference.



DCK Holding LLC

AdjustFirst

Public Insurance Adjusters

“You are all Awesome!”

I was so impressed with Adjust First. Everyone was so professional and helpful. I couldn't have asked for better service. Thank you Frank, Sarah and anyone else who helped out. You are all awesome!”

Gina M.



“I highly recommend this business”

Very grateful Adjust First was there for us when we had water loss in our home. They've guided us through every step. Very organized, punctual, friendly and professional. I highly recommend this business, they're the best. Thank you Adjust First and their team”

Lydia M.



“Amazing job!”

Adjust First Frank and Crystal did an amazing job I highly recommend them.

Fernando L.



Get The Maximum Payout

“I am very glad with the work that he performed”

I Guadalupe Jauregui hereby certify that Mr. Frank Arbiso of Adjust First, 14241 Firestone Blvd Suite 400, La Mirada, CA 90638 as adjuster of my case at 1621 E. Florence Avenue, Los Angeles, CA 90001 did a great job in taking care of everything in a reasonable time, I am very glad with the work that he performed in my property and inform that it has been completed.

Guadalupe J.



“I will tell all my family and friends”

I would like to thank AdjustFirst Mr. Frank Arbiso, and his staff Marisol and Sarah for all there help with my parents and there home. My name is Paul Quezada, my parent's garage caught on fire, and smoke got into the house, and AdjustFirst spoke to me told not to worry that my parents would be ok. The first thing they did was find a temporary home until my parents home got repaired. That was one of my biggest worries, but Mr. Arbiso and his staff took a heavy weight off my shoulders. I will tell all my family and friends and recommend Adjust First. Once again Adjust First – Mr. Frank Arbiso, Marisol and Sarah.



Paul Q.

Level The Playing Field Maximize Your Settlement

Houston, we have a problem! The rogue adjuster walks into your home and starts dictating what can be saved, what is not damaged, and how he is not going to pay for particular items. The rogue adjuster will tell you how he has determined that your job should take three months, and the clock is ticking once he leaves your home. The rogue adjuster will make statements like, "*I am not paying for that,*" which gives you insight into how mentally he has taken personal ownership of your claim. It is not his checkbook, and though he may speak with authority, must act in good faith and adhere to the Department of Insurance code and regulation.



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RESIDENTIAL

We can help the
homeowner

www.adjustfirst.org

AdjustFirst

Public Insurance Adjusters

We Specialize in **Residential Claims**

AdjustFirst specializes in negotiating **Residential Claims** with **Homeowners Insurance Policies**. Our team includes General Contractors, Inventory Specialists, and Temporary Housing Experts among many other experts specializing in Residential Insurance Claims.

Dwelling Coverage

Dwelling Coverage is part of your homeowner's insurance policy that will help to pay for the rebuilding or the repair of the physical structure when it's damaged by a covered peril.

Personal Property Coverage

Personal Property Coverage covers damage to or loss of personal property.

Additional Living Expenses Coverage

Additional Living Expenses coverage reimburses the insured for the cost of maintaining a comparable standard of living following a covered loss.



Get The Maximum Payout

Homeowners Policy



Fire Damage Compromises **Electrical** System with **\$557,091.72** in total payout by the Insurance Carrier - Altadena, California.

Altadena, CA — Fire Damage compromises electrical system requiring a complete rewire of the residential home.

The insurance carrier initially did not believe any major damage was caused to the home. The insurance carrier assigned an entry level adjuster that lacked the experience in estimating a loss of this magnitude. AdjustFirst took immediate action and assigned a team of experts including engineers, contractors, environmental consultants, damage appraisers, and inventory specialist. AdjustFirst presented a detailed dwelling estimate that was ultimately used by the insurance carrier for the full and final settlement of the dwelling portion of the claim.

AdjustFirst negotiated a complete settlement of more than **\$557,091.72** which included personal property, dwelling, and additional living expenses. The structure was completely gutted including a complete rewire, tile roof, solar system, HVAC system, low voltage, plumbing fixtures, and all interior finishes. The end result was a completely new home with all the amenities which one would expect. The insured remains a great reference and advocate for AdjustFirst Public Insurance Adjusters.

Get The Maximum Payout

Fire Compromises **Electrical**

\$557,091.72



Fire Damage Affects **Electrical** System
Altadena, California.

Major Residential **Fire** causes **\$299,498.38** in total damages - La Puente, California.

La Puente, CA — Major residential fire causes substantial damage to structure and personal property.

The homeowner initially decided that she would not need a Public Adjuster. She negotiated with the insurance adjuster for more than three months before she gave up. The insurance adjuster had offered an initial amount of **\$65,694.87** and did not budge. The insured made certain that the offer was final before she hired Adjust First. The insurance company told her that the offer was final and followed-up with several letters confirming the final amount.

Senior Public Insurance Adjuster Frank Arbiso personally met with the insurance adjuster and a consulting contractor. The consulting contractor said the smoke in the attic could be cleaned with a mop. The consulting contractor made other misrepresentations and a sub-sequential low ball offer. It took AdjustFirst several months of fighting and documenting the claim to reach a reasonable settlement of **\$299,498.38**.

This is a perfect example of how some insurance carriers will attempt to offer amounts well below that which should be paid. The correct amounts are only paid when the claim is presented in a manner which accurately represents the damages.

Get The Maximum Payout

SMOLDERING *FIRE* WITH HEAVY SMOKE



**Payment
Increase
355%**

**Fire Damage with Heavy Smoke
La Puente, California.**

Insurance pays **\$945,953.21** for residential fire claim - Downey, California.

DOWNEY, CA — A fire broke out in the garage and caused major damage to a residential property in Downey, CA.

The insured lost a vintage Volkswagen car along with all his tools and equipment. At the time, the insured did not realize the magnitude of the loss and the amount of time it would take to document and prepare the itemized inventories required.

AdjustFirst founder Frank Arbiso took on the task of preparing an itemized inventory of all damages, including structural and personal property. The inventories set the tone of the entire claim and were used by all insurance experts in their assessment of the damages. Had it not been for the detailed and meticulous attention, the loss would have been grossly undervalued.

AdjustFirst obtained a **fair settlement offer** after several months of negotiation with the insurance carrier. The insured was able to rebuild a new home and replace all the damaged personal property. Frank Arbiso and the Insured became well acquainted as they worked together throughout the entire process from start to finish. The insured remains a great reference and continues to recommend AdjustFirst to their family and friends.

Vintage **Volkswagen** Burnt

\$945,953.21



Insurance pays **\$945,953.21** for residential claim in Downey, California.

High winds cause tree to fall on house and causes **\$598,039.81** in damages - South Gate, California.

South Gate, CA — High winds caused a large tree to fall on a residential home in South Gate.

The insurance carrier initially did not believe any major damage was caused by the tree. The adjuster told us that city permits would not be required nor a Structural Engineer. The initial offer from the insurance carrier was grossly undervalued at **\$56,102.06**.

AdjustFirst founder and owner Frank Arbiso immediately took action and dispatched a team of experts including engineers, contractors, environmental consultants, damage appraisers, and inventory specialist. With the understanding, that the burden of proof falls upon the insured, a complete and meticulous claims packet was submitted as proof of claim to the insurer.

AdjustFirst negotiated a settlement of more than **\$598,039.21** which allowed the structure to be repaired in a workman like manner and for all damaged personal property to be replaced. The insured has recommended AdjustFirst on several occasions and remains a good friend of the company and its employees.

This is a perfect example of how some insurance carriers will attempt to offer amounts well below that which should be paid. The correct amounts are only paid when the claim is presented in a manner which accurately represents the damages.

High Winds CAUSE MAJOR DAMAGE



**Payment
Increase
965%**

High Winds cause Tree to fall on House
South Gate, California.

Los Angeles County Sheriff suffers fire causing \$499,149.52 in damages - Sylmar, California.

Sylmar, CA — Residential fire loss causes significant damage to a home located in Sylmar.

The insurance carrier initially attempted to save portions of the home and personal property which contained **asbestos**.

The insurance carrier retained the services of contractors, vendors, and experts who stated that the remaining **asbestos** did not present a health issue to the insured. This was a significant concern to Adjust First, as the **Los Angeles County Sheriff** had a spouse and a newborn living in the home. In fact, the insurance carrier attempted to save clothing and bedding belonging to the newborn, which were in the fire and areas containing **asbestos**.

Adjust First forced the insurance carrier to reconsider the liability they would assume should they attempt to save portions of the dwelling and personal property. Ultimately, the insurance carrier had no other choice but to remove all building materials containing **asbestos** and replace all personal property.

This is a perfect example of how the insurance carrier will put their financial interest before the insured's well-being

Los Angeles County Sheriff

\$499,149.52



Insurance pays **\$499,149.52** for a residential claim in Sylmar, California.

Residential Fire damage causes **\$604,521.63** in total damage - Walnut, California.

Walnut, CA — Major residential fire causes substantial damage to the structure and personal property.

Since the property owner had several *attorneys* in the immediate family, they attempted to negotiate the claim directly with the insurance carrier. The insurance carrier offered **\$259,567.77** and did not budge any further. The homeowner interviewed every *Public Adjuster* and *Contractor* in the area for several weeks. The homeowner then narrowed down their decision to three companies and further interviewed the last three applicants. Adjust First was awarded the contract after the vetting process.

Adjust First immediately notified the insurance carrier of its representation of the homeowner. Adjust First retained a structural engineer, environmental hygienists, personal property restoration companies, and contractors to gather the information needed to present the claim. Adjust First negotiated the claim for several months, fighting and documenting the claim to settle for over **\$604,521.63**.

Adjust First has represented Judges, Attorneys, the Secretary of State, Senator, City Council Members, and Police Officers on several claims. Adjust First is proud of its service to those in need, especially working with the legal and law enforcement communities.

Get The Maximum Payout

Adjust First retained by
Attorney-At-Law

\$604,521.63



Insurance pays **\$604,521.63** for a residential claim in Walnut, California.

Insurance pays **\$568,825.62** for a residential **fire** claim - Menifee, California.

Menifee, CA — Residential fire causes damage to structural components, mechanical systems, and finishes.

The property owner interviewed several public adjusting firms and contractors. After several interviews and vetting each company, the property owner selected AdjustFirst.

AdjustFirst negotiated the policy limit payment of **\$568,825.62** instead of the initial offer of **\$351,674.91** from the Insurance Carrier. AdjustFirst distinguished two separate loss events that resulted in payments above the per occurrence limit in the policy.

The property owner was very impressed with the performance of AdjustFirst on the claim. The property owner received a higher settlement without doing any work. Ultimately, the settlement was much higher than they expected or could have received on their own.

The Insured has become a great reference and continues to recommend the services of AdjustFirst.

Get The Maximum Payout

RESIDENTIAL FIRE CLAIM



Insurance pays **\$568,825.62** for a residential claim in Menifee, California.

Level The Playing Field Maximize Your Settlement

An insurance carrier and adjuster must act in Good Faith as opposed to Bad Faith. What this means is that they should be honest, fair, and not discriminate between insureds. The Department of Insurance has written a complete section in the insurance code that is specific on what can and cannot be done by the insurance carrier.

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COMMERCIAL

Get your business up and
running again

www.adjustfirst.org

AdjustFirst

Public Insurance Adjusters

We Specialize in **Commercial Claims**

AdjustFirst specializes in representing **Business Owners** with **Commercial Insurance Coverage**. Our team includes Forensic Accountants, General Contractors, Inventory Specialists among many other experts specializing in Commercial Insurance Claims.

Business Interruption Insurance

Business interruption insurance covers lost income and expenses resulting from property damage.

Business Owners Policy

A **Business Owners Policy** is a package policy for small businesses that combines property insurance, crime coverage, liability insurance and additional protection into one convenient package.

Commercial Property Insurance

Commercial Property Insurance protects your business against loss and damage of company property due to a wide variety of events such as fire, smoke, wind and hail storms, civil disobedience and vandalism.



Get The Maximum Payout

Business Owners Policy



Fire breaks out at the **VICTORY OUTREACH** of **POMONA** and causes **\$2,100,000** in damages **Pomona, California.**

Pomona, CA — The Victory Outreach Church of Pomona faced a catastrophic setback when a fire caused significant damage to its structure. AdjustFirst, a firm extensively recommended by religious communities, responded promptly to this critical incident. They meticulously prepared a comprehensive itemized repair estimate, an extensive inventory of business personal property, and in-depth business interruption assessments. Within just 90 days of the fire, AdjustFirst skillfully negotiated a substantial multi-million dollar settlement on behalf of the church.

Throughout the extensive recovery process, AdjustFirst maintained a hands-on approach, working closely with Victory Outreach. They facilitated important meetings with local government and regulatory bodies, including the city's Mayor, the Planning Department, Environmental Agencies, and the Mortgage Company, ensuring that all stakeholders were aligned and informed.

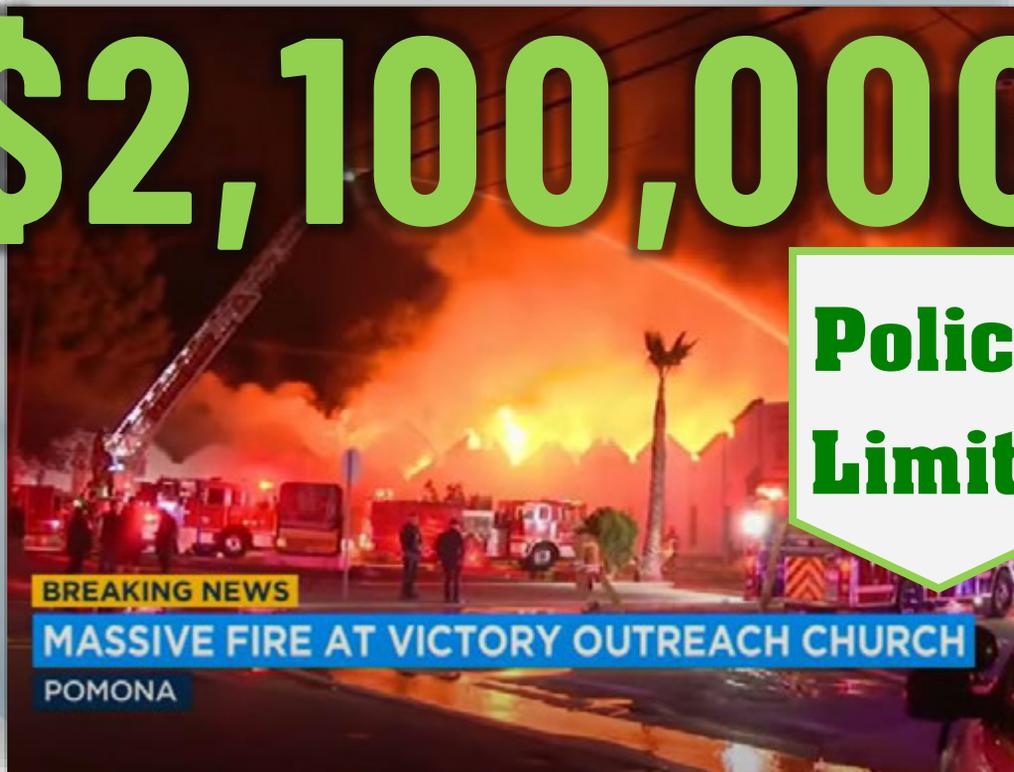
The partnership with numerous city officials played a crucial role in managing the intricate details of the insurance process following such a significant loss. Victory Outreach was exceedingly pleased with the commitment and efficiency demonstrated by AdjustFirst's services, a sentiment strongly reflected in a glowing reference letter they provided. Because of their

Get The Maximum Payout

VICTORY OUTREACH of POMONA

\$2,100,000

**Policy
Limits**



Fire breaks out at the **VICTORY OUTREACH**
of **POMONA** and causes \$2,100,000 in damages

Pomona, California.

www.adjustfirst.org

Fire causes temporary closure TARTE TATIN Bakery & Café and more than **\$382,715.00** in damages - Beverly Hills, California.

Beverly Hills, CA — Fire causes the temporary closure of Tarte Tatin Bakery & Café in Beverly Hills, CA.

Top Attorney Law firm recommends AdjustFirst as Public Insurance Adjuster in the presentation of claim for Tarte Tatin Bakery & Café in Beverly Hills, CA. AdjustFirst works with many of the Top Insurance Attorneys in California and is consistently used and recommended as an expert.

AdjustFirst prepared a detailed claims package which included a Forensic Accounting Report, Personal Property Inventory, Tenant Improvement Estimate, and the Business Interruption Expense Report.

AdjustFirst received a fair settlement offer of more than **\$382,715.00** for the loss to the business.

Get The Maximum Payout



TARTE TATIN Bakery & Café



Fire causes closure of
TARTE TATIN Bakery & Café
Beverly Hills, California.

Fire breaks out at **ZAMORA Bros.** Restaurant and causes damages of **\$411,160.43** - Los Angeles, California.

LOS ANGELES, CA — Fire broke out and damaged the Zamora Brothers Restaurant in Los Angeles.

The insurance carrier offered an initial amount of **\$255,049.59** for all damages. The insurance adjuster claimed that the restaurant equipment should not be covered as part of the building. AdjustFirst obtained documentation proving that the restaurant equipment was indeed an attached pertinent structure to the building and therefore should be included in the structure settlement.

The insurance carrier then sent construction consultants in the attempt to further minimize the remaining portions of the claim and offered **\$327,260.31**. AdjustFirst did not accept the grossly undervalued offer and continued the negotiation with the insurance carrier.

AdjustFirst was finally awarded the amount of **\$411,160.43** after proving to the insurance carrier that they had grossly undervalued the claim and omitted several fire damaged items from their reports.

The insured continues to be a great reference and recommends AdjustFirst to all.

ZAMORA Bros. Restaurant

\$411,160.43



Fire breaks out at
ZAMORA Bros. Restaurant in
Los Angeles, California.

Fire breaks out at **El Pollo Loco** building and causes damages of more than **\$494,585.87** San Bernardino, California.

San Bernardino, CA — Fire broke out and caused major damage to EL POLLO LOCO restaurant building.

The insurance carrier offered an initial amount of less than **\$340,000.00** for all damages to the building. The insurance adjuster claimed that the restaurant equipment should not be covered as part of the building. AdjustFirst obtained Architectural drawings of the original EL POLLO LOCO restaurant, proving that the restaurant equipment was indeed an attached pertinent structure to the building and therefore should be included in the structure settlement.

AdjustFirst was ultimately awarded the amount of **\$494,585.87** after proving to the insurance carrier that they had grossly undervalued the claim and omitted many fire damaged items from their reports.

This is a perfect example of how some insurance carriers will attempt to offer amounts well below that which should be paid. The correct amounts are only paid when the claim is presented in a manner which accurately represents the damages.

Get The Maximum Payout

El Pollo Loco



Photographs Taken By Fire Department



Fire breaks out at **El Pollo Loco** building in
San Bernardino, California.

AdjustFirst

Public Insurance Adjusters



Fire causes damage to **TACOS MEXICO** Restaurant Hawthorne, California.

Hawthorne, CA — Fire causes damage to Tacos Mexico restaurant.

In 1974 Founder, Antonio Moreno, began making his authentic Mexican tacos from a catering truck using only the freshest ingredients and family recipes. Mr. Moreno's food truck was such a success that he opened his first "brick and mortar" restaurant in 1980. Mr. Moreno began opening new restaurants throughout Southern California including Los Angeles, Orange, San Bernardino, and Riverside Counties and expanding out of State to Nevada and Arizona by 2009. The number of Tacos Mexico restaurants had grown to almost **40 locations** in three states, all while staying true to its roots.

AdjustFirst proudly represents Tacos Mexico with its insurance adjustment needs. Recently, Tacos Mexico suffered a fire at their **Hawthorne** location. AdjustFirst inspected the loss and prepared a detailed scope of repair. During the negotiation process, AdjustFirst worked closely with Tacos Mexico to maintain its business operations. AdjustFirst coordinated all aspects of the investigation of claim with Contractors, Structural Engineers, and insurance representatives. We are proud to represent the Tacos Mexico family and brand.

Get The Maximum Payout



TACOS MEXICO



**Payment
Increase
3988%**

Fire causes damage to **TACOS MEXICO**
Hawthorne, California.

Fire breaks out at **multifamily income property** and causes **\$606,503.18** in damages **Los Angeles, California.**

LOS ANGELES, CA — Fire caused substantial damage to the property owned by Wong & Lai Investments, Los Angeles.

Due to the extent of damage, the building was “**Red Tagged**” by the Department of Building and Safety. The complete electrical and mechanical systems were compromised.

AdjustFirst prepared a detailed itemized estimate, which the Insurance Company utilized to settle the claim. The settlement was fast and much higher than the Insured thought initially.

The Insured continues to recommend AdjustFirst to others and uses them on all their insurance claims.

Get The Maximum Payout

Wong & Lai Investments

\$606,503.18



Wong & Lai Investments
Fire Damage to Apartment Building

Fire breaks out at the *Sleep Perfect Mattress Company* warehouse and causes **\$727,351.56** in damages Los Angeles, California.

LOS ANGELES, CA — Fire broke out and destroyed the Sleep Perfect Mattress Company warehouse in Los Angeles.

The insurance adjuster's first priority was to send out an attorney to represent their best interest. The insurance company then sent out a team of adjusters, engineers, and contractors in the attempt to minimize damages. AdjustFirst was retained by the owners of Sleep Perfect Mattress Company to fight back the oppressive tactics of the insurance company in the effort to minimize damages.

AdjustFirst founder and owner Frank Arbiso immediately took action and dispatched a team of experts including engineers, contractors, environmental consultants, damage appraisers, and inventory specialist. With the understanding, that the burden of proof falls upon the insured, a complete and meticulous claims packet was submitted as proof of claim to the insurer.

AdjustFirst obtained a fair settlement offer after several months of negotiation with the insurance carrier. The Sleep Perfect Mattress Company was able to reopen and continue their day to day operations at a nearby facility. The owners of Sleep Perfect Mattress Company remain a great reference and continue to recommend AdjustFirst to businesses impacted by the fire.

Get The Maximum Payout

Sleep Perfect Mattress Company



**Policy
Limits**

Fire breaks out at the ***Sleep Perfect
Mattress Company*** warehouse in
Los Angeles, California.

PUBLIC ADJUSTER

Only Works For **You**

Public adjusters means the insurance adjusters who do not work for your insurance company. They work for you, the insured, to assist in the preparation, presentation, and settlement of your claim. You hire them by signing a contract and agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation. Public adjusters are required to be licensed, bonded, and tested by the State of California to represent your interest only.

COMPANY ADJUSTER

Employees of **Insurance**

Company adjusters means the insurance adjusters who are employees of your insurance company. They represent your insurance company and are paid by your insurance company. They will not charge you a fee and are not individually licensed or tested by the State of California.

INDEPENDENT ADJUSTER

Hired by **Insurance**

Independent adjusters means the insurance adjusters who are hired on a contract basis by your insurance company to represent the company in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.

Level The Playing Field Maximize Your Settlement

After filing a claim with your insurance company, your insurance will send out an adjuster to assess the damage to your property. The adjuster will document the loss and set a reserve amount. It is important to remember that the adjuster works for the insurance company.

When the insurance adjuster inspects the property, you may be asked to provide an account of your damages, show them, and describe what may have been the cause of the loss. If you are asked to sign a statement, it is essential to review it to verify it is accurate before signing it.

Policyholders must remain firm in holding their insurance companies accountable. After all, you pay monthly premiums to your insurance company, so they should help you financially after a loss.

Only Public Adjusters can represent **you**, the Insured. The Company Adjuster and the Independent Adjuster work for the Insurance Company.

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Level The Playing Field Maximize Your Settlement

The insurance expert, usually a contractor, receives daily assignments for new work and consulting. The daily work brings in income and profit. The consulting service is the price they pay to keep on the insurance companies' good side. The insurance carrier knows that they will need an expert to consult when there are disputes as it relates to cause, damage, and repair.

It is difficult for an insurance expert to be completely unbiased. A truly honest expert will not be called on by the insurance carrier since it costs more money to pay a claim accurately than to omit items.

Surprisingly, when an adjuster, agent, insured, and for that matter, an expert has a personal loss, in many cases, I am contacted to negotiate against the insurance carrier. This, of course, is under extreme confidentiality, as they stand to lose their account with the insurance carrier.

Why would an expert contact a Public Adjuster simply because they know the insurance company underbids the claims? They also are aware that as soon as they go against the insurance carrier, they may be removed as a vendor.

During a recent meeting with an insurance adjuster, the adjuster mentioned a loss he had at his home. The first thing his manager asked him was, "*you don't have your insurance with us, right?*" Surprised, he told him, "*yes, why?*" The manager knew that it was their job to pay as little as possible, therefore, having insurance with the same carrier that he was employed for would create a significant conflict. The insurance carrier is trying to pay the least, and the insured is trying to get paid the most.





SERVICES

What we have to offer

www.adjustfirst.org

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Public Insurance Adjusters

Fire Damage Experts

AdjustFirst has experts certified by the **IICRC** and **American Restoration Systems** in Fire & Smoke Restoration, Fire Restoration Specialist, Journeyman Fire & Smoke Restorers, Odor Control, and Upholstery and Fabric Cleaning.

Fire Damage Categories

Flaming - Fire involves the rapid oxidation of fuel with associated flame, heat, and light.

Smoldering - Fire involves a slow, low temperature, flameless form of combustion, sustained by the heat evolved when oxygen directly attaches to surface of a condensed phase fuel.

Protein - Fire involves burnt food which creates a grayish white smoke, heavy odor, and generally leaves little visible residue. Burnt organic material leaves soot that is hard to see, but easy to feel. The odor from a protein fire can be overpowering, and removing it can be difficult.

Electrical - Fire involves damage caused by burnt electrical wiring. The United States Fire Administration has determined that electrical fires kill approximately 485 Americans every year. Electrical fires also cause roughly \$868 million in property damage every year. Bad wiring causes 33 percent of electrical fires in residential areas.

Chemical - Fire involves plastic, electronics, paint, and other toxic materials.

Get The Maximum Payout

Fire Damage Experts



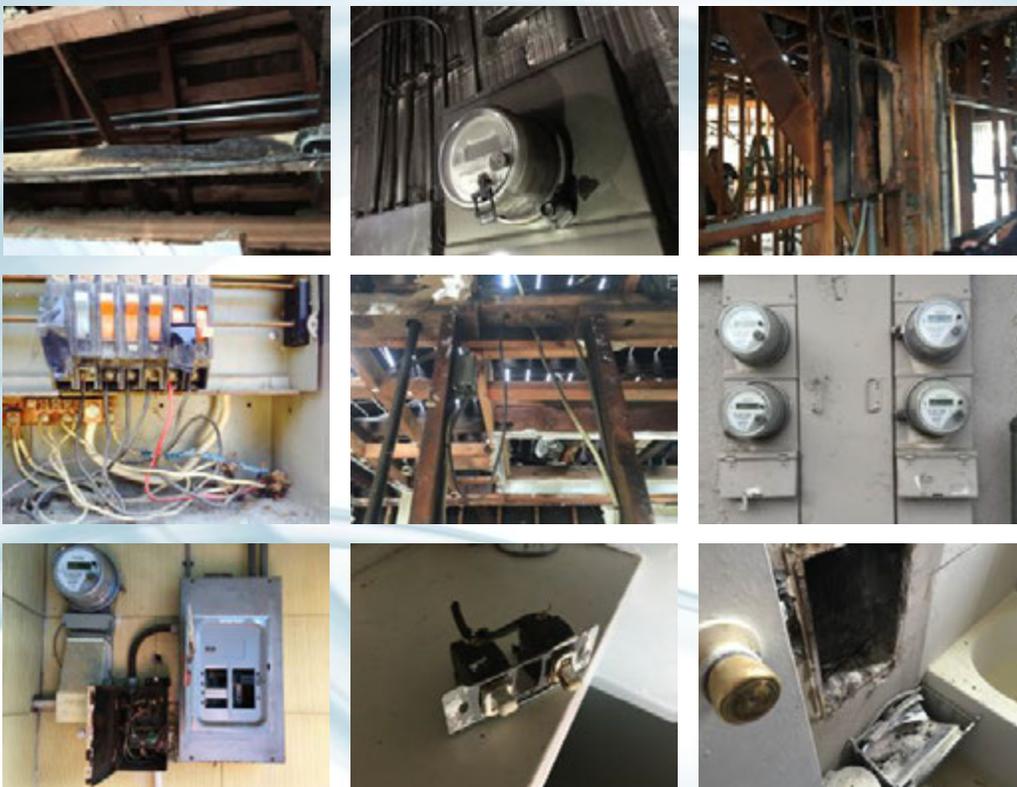
Flaming Fire - Fire involves the rapid oxidation of fuel with associated flame, heat, and light.

AdjustFirst

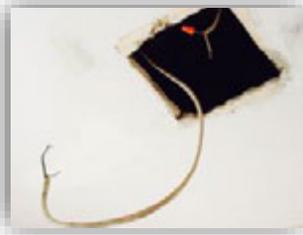
Public Insurance Adjusters

Electrical Fire Experts

The electrical system in a home or commercial building may be severely compromised during a fire. The electrical components may not adhere to current codes and standards or Title-24. AdjustFirst has an extensive knowledge and expertise as it relates to the electrical system in a structure. Our knowledge and expertise of the electrical components allows us to effectively communicate the extent of damage to the insurance carrier and their experts



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**Electrical Fire Damage**Offer: **\$9,604.50**Settlement: **\$46,583.32**

Increase: 344%

Owner: Homeowner

The electrical circuit was compromised during a fire in bathroom exhaust fan. Light smoke settled on horizontal and vertical surfaces. Light smoke entered the attic. Contents exposed to light smoke and carbon particles.

**Electrical Fire Damage**Offer: **\$26,185.09**Settlement: **\$84,225.34**

Increase: 221%

Owner: Homeowner

Electrical outlet fire caused damage to the complete electrical circuit. Electrical circuit required rewiring to the service panel. The structure required access to affected electrical circuits through the entire home.

**Electrical Fire Damage**Offer: **\$52,183.16**Settlement: **\$90,567.50**

Increase: 73%

Owner: Homeowner

Residential electrical fire to one complete electrical circuit. Complete electrical system compromised thus requiring replacement including but not limited to environmental assessment and personal property.

**Electrical Fire Damage**Offer: **\$65,694.87**Settlement: **\$204,498.38**

Increase: 211%

Owner: Homeowner

Residential fire damage through entire home with subsequential damage to the electrical system. AdjustFirst negotiated a fair settlement offer which included the replacement of the complete electrical system.

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Personal Property Experts

AdjustFirst has experts certified by the **IICRC** and **American Restoration Systems** in Fire & Smoke Restoration, Fire Restoration Specialist, Journeyman Fire & Smoke Restorers, Odor Control, and Upholstery and Fabric Cleaning.

Personal Property Classifications

Antique - Require special care and attention with an expert appraiser to evaluate condition and cost.

Art - Paintings, prints, photographs, murals, pottery, among many items that require an expertise to determine applicable restoration or appraisal value.

Collectable - Sets, pairs, single piece items that have a high value and require an expertise to determine applicable restoration and or appraisal value.

Furniture - Fine and antique furniture requires an experienced appraiser or restorer in the evaluation of damage.

Textiles - Clothing, drapery, tapestry, purses, and shoes.



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Personal Property Experts



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FIRE

Primary Damage

SMOKE

Secondary Damage

WATER

Secondary Damage

SMOKE

Secondary Damage

ASBESTOS

Environmental Threat
Regulated
OSHA & AQMD

FIRE INSURANCE

The term fire insurance refers to a form of property insurance that covers damage and losses caused by fire. Most policies come with some form of fire protection, but homeowners may be able to purchase additional coverage in case their property is lost or damaged because of fire.



FIRE

Primary Damage

LEAD

Environmental Threat
Regulated
OSHA & AQMD

WATER

Secondary Damage

Level The Playing Field Maximize Your Settlement

Verify the licensing of the expert, as you would be surprised that many are not experts. At first, this may be surprising to most, but a large amount of the so-called experts I encounter are not licensed and lack the necessary requirements by the State. Yes, you heard me right; many are not experts at all. Over the past few years, I have collected many letters and emails from the adjuster, when questioned about their experts, they have made the following statement, *"I know he is not a licensed contractor or adjuster, but continue negotiations with him."* What! Can this actually be something that a licensed insurance carrier allows to happen? Yes, it happens more often than you would imagine.

Hold them accountable. Even though the expert may be confident and speak with authority, this does not mean he is knowledgeable in every aspect of construction. Question everything, including his licensing, certifications, and qualifications. Once the contractor checks out, demand a matching repair contract for the amount of his estimate. The contract must adhere to the contractor's state licensing board requirements and include language that states, *"there will be no supplemental cost to the insurer and or insured, as our estimate included all necessary cost to perform the repairs in a workmanlike manner."* When an expert is not held accountable, they may lowball the estimate, knowing that if they do get hired on the job, they can merely supplement and charge the correct amount.





Glossary

The Insurance language
you should know

www.adjustfirst.org

Glossary of Insurance Terms

Accident – A sudden, unintended event or occurrence that causes loss or damage to insured property.

Actual Cash Value (ACV) – Replacement Cost Value minus depreciation (RCV – Depreciation = ACV); the present value of an item with regards to its age, condition, and lifespan. Some items, such as collectibles, gain in value over time, increasing their ACV; some items decrease in value over time, lowering their value.

Additional Living Expenses (ALE) – The necessary living expenses paid to homeowners after an insurable loss renders their home unlivable. ALE can be paid after the damages occur or during the reconstruction or repairs. ALE are expenses above and beyond all normal living expenses incurred by living away from home, including a rental, hotel, food, utilities, laundry, transportation, etc. when a loss is caused by a type of covered damage.

Admitted Company – A company licensed or authorized to sell insurance to the general public. In the United States, admitted companies are licensed on a state-by-state basis and differentiated from surplus lines insurers, which are authorized to sell insurance in a state on a non-admitted basis.

Adjuster – An individual who inspects and adjusts insurance claims. Also known as claim representatives, adjusters work for insurers to assess claims and negotiate settlements. Adjusters that work for homeowners are known as Public Adjusters.

Agent – A person or organization who/that is authorized to act on behalf of another. An insurance agent is a person or organization who/that solicits, negotiates, or instigates insurance contracts on behalf of an insurer and can be independent or an employee of the insurer. Insurance agents are the legal representatives of insurers, rather than policyholders, with the right to perform certain acts on behalf of the insurers they represent, such as to bind coverage.

Ambiguity – Ambiguity (language that is vague and creates doubt) in the policy provisions will usually be resolved by the courts in favor of the insured.

Anti-Concurrent Causation (ACC) Language – A policy provision usually inserted into the preamble to a group of exclusions in a property insurance policy that is designed to combat the misapplication of the concurrent cause doctrine from tort law to a first-party property policy.

Anti-Concurrent Cause (ACC) Provision – A term in a first-party policy that indicates that a loss caused by a combination of covered and excluded causes of losses will not be covered. An ACC provision, as it is commonly abbreviated, applies in either sequential-cause situations, where the first event sets in motion a chain of events that causes a second event that causes the loss, or concurrent-cause situations, where two or more causes of loss happen simultaneously to produce the same injury or damage. If any cause of loss falls within the terms of a policy exclusion that is accompanied by ACC language, the loss will be excluded, regardless of whether another un-excluded cause of loss qualifies as the "proximate cause" under the jurisdiction's common law rules.

Appraisal - An estimate of property value, or of the extent of property damage, provided by an authorized person. Appraisals are performed to determine the value of property at the time of a loss.

Appraisal Clause - Property insurance provision allowing either the insurer or the insured to demand a binding appraisal of damaged property in the event of a dispute as to its value and establishing the required appraisal procedure. A few jurisdictions now allow either party to reject the demand for appraisal, as evidenced in state amendatory endorsements for commercial property policies, homeowners policies, or both. Allowing the insurer to reject an insured's demand for appraisal is disadvantageous for insureds.

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Bad Faith — A term describing blatantly unfair conduct that exceeds mere negligence by an insurance company. For example, a bad faith claim may arise if an auto liability insurer arbitrarily refuses to settle a claim within policy limits, where an insured's liability is incontrovertible. Bad faith damages, also known as extracontractual damages, are often substantial. They frequently exceed the limits of the insurance policy that is the subject of the claim.

Binder — A legal agreement issued by either an agent or an insurer to provide temporary evidence of insurance until a policy can be issued. Binders should contain definite time limits, should be in writing, and should clearly designate the insurer with which the risk is bound. They should also indicate the amount of insurance, the type of policy, and (in the case of property insurance) the perils insured against.

Breach — Failure to live up to the conditions or warranties contained in a contract.

Breach of Contract — A material failure to fulfill one's contractual obligations. Insurance policies typically do not cover liabilities arising out of a breach of contract because it is viewed as a business risk within the control of the insured. In some cases, most notably construction defect claims, this has led to extensive litigation over what constitutes a breach of contract versus ordinary negligence.

Broad Evidence Rule — A valuation rule that has evolved in some states and does not adhere to the principle that the traditional measure of actual cash value (ACV) (replacement cost less depreciation) is the sole measure of value at the time of loss. This rule provides for the examination of every standard of value having a bearing on the property under consideration, such as the age of the property, the profit likely to accrue on the property, and the property's tax value. Ultimately, it calls for the selection of that "value," which, in the event of a total loss, will provide complete indemnification and no more.

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Broker – An insurance intermediary who/that represents the insured rather than the insurer. Since they are not the legal representatives of insurers, brokers, unlike independent agents, often do not have the right to act on behalf of insurers, such as to bind coverage. While some brokers do have agency contracts with some insurers, they usually remain obligated to represent the interests of insureds rather than insurers. For example, some state insurance codes impose a fiduciary responsibility to act on behalf of their customers or provide full disclosure of all their compensation from all sources.

Builders Risk Policy — A property insurance policy that is designed to cover property in the course of construction. There is no single standard builders risk form; most builders risk policies are written on inland marine (rather than commercial property) forms. Coverage is usually written on an all risks basis and typically applies not only to property at the construction site, but also to property at off-site storage locations and in transit. Builders risk insurance can be written on either a completed value or a reporting form basis; in either case, the estimated completed value of the project is used as the limit of insurance.

Business Income Coverage – Commercial property insurance covering loss of income suffered by a business when damage to its premises by a covered cause of loss causes a slowdown or suspension of its operations. Coverage applies to loss suffered during the time required to repair or replace the damaged property. It may also be extended to apply to loss suffered after completion of repairs for a specified number of days.

Business Owners Policy (BOP) – A package policy that provides both property and liability coverage for eligible small businesses. BOPs are written on special coverage forms that are generally very similar to their monoline property and liability form counterparts, but they typically have some unique features that make them especially advantageous for businesses that qualify. Both the American Association of Insurance Services (AAIS) and the Insurance Services Office, Inc. (ISO), offer BOP programs for use by their member insurers. Also, many insurers have their own BOP programs.

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Public Insurance Adjusters

Captive Agents — Employees of the insurer who work exclusively for that insurer. Insurers that use their own employee-agents are known as "direct writers."

Captive Insurance Companies Association (CICA) — An association of risk managers formed to educate, inform, support, and provide valuable networking opportunities to members and interested parties about captives, regardless of domicile or structure. CICA has no jurisdictional or commercial ties. Members come from a wide range of industries with almost half the membership domiciled in Bermuda, with another quarter domiciled in Vermont. CICA has joined forces with other state captive and risk management organizations to create a legislative affairs organization, the Coalition of Alternative Risk Funding Mechanisms (CARFM).

Caselaw — The body of judicial decisions within a particular jurisdiction.

Cancellation — The termination of an insurance policy or bond, before its expiration, by either the insured or the insurer. Insurance policy cancellation provisions require insurers to notify insureds in advance (usually 30 days) of canceling a policy and stipulate the manner in which any unearned premium will be returned.

Causes of Loss — The perils that can bring about or trigger loss or damage. Can be direct (the action immediately precedes the loss) or indirect (part of an uninterrupted chain of events leading to the loss).

Claim Expense — Expenses of adjusting claims—for example, allocated claim expenses; court costs, fees, and expenses of independent adjusters, lawyers, witnesses, and other expenses that can be charged to specific claims; and unallocated claim expenses that represent salaries and other overhead expenses that are incurred in adjusting and recording claims but that cannot be charged against specific claims.

Claimant — A person or entity that makes a claim on a loss.

Get The Maximum Payout

Claims Leakage (CL) — Dollars lost through claims management inefficiencies that ultimately result from failures in existing processes (manual and automated). In other words, it's the difference between what you did spend and what you should have spent on a claim. The cause can be procedural, such as from inefficient claim processing or improper/errant payments, or from human error, such as poor decision-making, customer service, or even fraud. CL is often discovered through an audit of closed claim files.

Claims Reserve — An amount of money set aside to meet future payments associated with claims incurred but not yet settled at the time of a given date.

Class Action — A type of lawsuit that is brought by a single, affected individual on behalf of a large group of similarly affected individuals. Class actions were created by the judicial system because frequently, the number of plaintiffs involved in a lawsuit is so numerous that it would be onerous to name and adjudicate the claims of all plaintiffs on an individual basis.

Coinsurance Provision — **(1)** A property insurance provision that penalizes the insured's loss recovery if the limit of insurance purchased by the insured is not equal to or greater than a specified percentage (commonly 80 percent) of the value of the insured property. The coinsurance provision specifies that the insured will recover no more than the following: the amount of the loss multiplied by the ratio of the amount of insurance purchased (the limit of insurance) to the amount of insurance required (the value of the property on the date of loss multiplied by the coinsurance percentage), less the deductible. The amount of the loss that is not payable to the insured as a result of failure to comply with the coinsurance provision is commonly referred to as a coinsurance penalty. In commercial property insurance policies, it is sometimes possible to avoid the possibility of a coinsurance penalty with an agreed value provision. **(2)** In health insurance and some casualty lines, the percentage share of losses that an insured retains. It is a form of a deductible.

AdjustFirst

Public Insurance Adjusters

Commercial Package Policy (CPP) - The insurance services office (ISO) commercial lines policy that contains two or more lines of insurance or two or more coverage parts; it will include some forms and/or endorsements that are common to all lines of insurance or coverage parts, as well as the individual forms and endorsements required for the individual coverages selected; the CPP can include almost any commercial coverage the insured might need, with the exception of ocean marine, aviation, and workers' compensation insurance; most commercial risks are eligible for the CPP.

Concurrent Causation - Property loss incurred from two or more perils in which only one loss is covered but both are paid by the insurer due to simultaneous incident.

Conditions - Requirements specified in the insurance contract that must be upheld by the insured to qualify for indemnification.

Declarations - Policy statements regarding the applicant and property covered such as demographic and occupational information, property specifications and expected mileage per year.

Deductible - Portion of the insured loss (in dollars) paid by the policyholder.

Depreciation - A decrease in the value of property due to wear, age or other cause. Compare actual cash value.

Endorsement(s) - Policy add-ons that may increase, limit or provide a specific type of coverage beyond what is stated in a standard policy. Some endorsements include Earthquake, business use of a dwelling, additional coverage for jewelry and furs, computers, sewer backup, sump pump overflow, and firearms.

Estimate - The written approximation of the value of a claim, stating the total amount of the loss and any depreciation or deductibles that may apply. When provided by a contractor to an insured, it is the approximation of how much money it may cost to replace or repair items damaged by a loss.

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Endorsement - A statement added to an insurance policy that alters, deletes or adds coverage, terms or provisions of the policy.

Evidence — Anything that can be used to prove or disprove an alleged fact.

Examination under Oath (EUO) - An important tool to allow an insurer to cross-examine the proofs of loss to avoid potential fraud. Its purpose is to enable the insurer to obtain the information necessary to process the claim. The EUO is taken under the authority provided by a condition of the insurance policy, usually statutorily imposed, that compels the insured to appear and give sworn testimony on the demand of the insurer. A certified court reporter and notary are present to give the oath to the witness and take down all of the words spoken during the interview.

Exclusion — A provision in an insurance policy that excludes and/or limits certain coverages.

Expense — The cost of operating the insurance business exclusive of losses or claims.

Expert — An individual who has special training, skill, experiences, or knowledge so as to be qualified to render an authoritative opinion in a particular area of scientific, technical, or professional expertise.

Extended Coverage (EC) Endorsement — An endorsement to a standard fire policy adding coverage for the following perils: windstorm, hail, explosion (except of steam boilers), riot, civil commotion, aircraft, vehicles, and smoke. The EC perils are now included in most property policies without the need for a separate endorsement.

Extra Expense Insurance — A type of property insurance for extraordinary expenses related to business interruption such as a back-up generator in case of power failure.

Extra Premium — A premium charge added to the premium for a class rate because of extra hazardous exposures.

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Fair Rental Value (FRV) Coverage — Provided as part of additional living expense (ALE) under a homeowners policy and as Coverage D under a dwelling policy. If the insured rents a home (or a part of a home) to a tenant and that home (or that part of a home) becomes uninhabitable due to damage from a covered peril, FRV coverage reimburses the insured for the lost rent. Any expenses that do not continue while the home (or that part of a home) is uninhabitable (e.g., electricity) are then subtracted from the fair rental value. The payment will be for the least amount of time necessary to repair or replace that home (or that part of a home) rented or held for rental to others.

Fortuitous Loss — A loss that is accidental and unexpected.

Fraud — Deception or artifice used to cheat or intentionally mislead. This is closely related to misrepresentation and concealment. Proof of fraudulent acts by an insured in procuring insurance may lead to a denial of coverage and voiding of the policy by the insurer.

Good Faith Settlement — A "blessing" by the court that protects a settling defendant from further claims with respect to the incident alleged in the complaint.

Green Building — A residential or commercial structure that is built in a manner that promotes energy conservation, uses environmentally friendly construction products in an efficient way, and creates a healthy place to live or work. Examples of green building techniques and processes include the use of geothermal heat pumps, rainwater collection, and radiant ceilings. Many of these technologies can be used for new or existing properties. The Leadership in Energy and Environmental Design (LEED) Green Building Rating System establishes criteria for "green buildings" in the construction industry.

Green Upgrades Coverage — Property insurance endorsement or provision that adds coverage for the increased cost of repairing or replacing covered property damaged by a covered cause of loss using materials and methods that are recognized as being "green"—that is, better for the environment, due to energy efficiency, sustainability, etc.

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Guaranteed Cost — Premiums charged on a prospective basis without adjustment for loss experience during the policy period. A rate is agreed on at the inception of the policy and is multiplied by the appropriate exposure base (e.g., sales, payroll, number of vehicles, or square footage) to yield the premium. With respect to auditable lines of coverage (e.g., workers compensation and general liability), only a change in the exposure base during the policy period will cause the premium to vary. In other words, if the actual exposure base at the end of the policy period is more or less than the estimate used at policy inception, the premium will be adjusted accordingly.

Guaranteed Replacement Cost — A property insurance valuation option found in some homeowners policies. The policy pays the full cost of replacing the home even if this amount exceeds the policy limits. This valuation method fully indemnifies the insured without any depreciation and without a maximum reconstruction payment. The provision helps the insured avoid being underinsured in the event of a total loss. An important caveat typically applies to this provision—the home owner must allow the insurer to set the replacement cost and automatically increase it as needed. Note that guaranteed replacement cost coverage approaches can vary by state and are not available in every state or from every insurer.

Homeowners Policy Basic Form (HO1) — Provides basic named perils coverage for direct damage to property, personal liability coverage, and medical payments to others coverage. Originally drafted as part of the Insurance Services Office, Inc. (ISO), homeowners' forms portfolio, this basic form has been discontinued in nearly all states because buyers demanded the broader coverages available in the other ISO homeowners forms.

Homeowners Policy Broad Form 2 (HO2) — Part of the Insurance Services Office, Inc. (ISO), homeowners forms portfolio, insures the described dwelling, private structures in connection with the dwelling, unscheduled personal property on and away from the premises, and loss of use. The policy also provides personal liability coverage and medical payments to others coverage. It is a broad named perils form, but the list of covered perils is more extensive than that of HO 1.

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Homeowners Policy Special Form 3 (HO3) — Part of the Insurance Services Office, Inc. (ISO), homeowners forms portfolio, the HO 3 insures the described owner-occupied dwelling, private structures in connection with the dwelling, unscheduled personal property on and away from the premises, and loss of use. Personal liability coverage and medical payments coverage are also provided by this policy. Coverage of the dwelling, related structures, and scheduled personal property is on an all risks basis, while coverage of unscheduled personal property is on a broad named perils basis. Losses to the dwelling and other structures are paid on a replacement cost basis, with no deduction for depreciation if certain conditions apply. Losses to personal property are paid on an actual cash value (ACV) basis, unless amended by endorsement.

Indemnification – The act of providing compensation for a loss with the intent to restore an individual or entity to the approximate financial position before the loss.

Indemnify – Compensation for a loss intended to restore an individual or entity to the approximate financial position before the loss.

Independent Adjuster – A claims adjuster who provides services on a contract basis to insurance companies, self-insured firms, and governmental entities. Depending on the nature of the claim being handled, billing can be on a time-and-expense basis, flat fee-per-claim basis, or flat annual fee for all claims. Independent adjusters are used when an insurer is overloaded with claims (often due to a catastrophe), when a claim occurs in a remote locale, or when special expertise is required to adjust a claim.

Insurance – A contractual relationship that exists when one party (the insurer) for a consideration (the premium) agrees to reimburse another party (the insured) for loss to a specified subject (the risk) caused by designated contingencies (hazards or perils). The term "assurance," commonly used in England, is considered synonymous with "insurance."

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Insurable Interest – A consideration of value that is insured under a policy. A person with insurable interest will suffer a genuine hardship if a loss should occur to the person or property they've insured. For instance, people have an insurable interest in their own lives and property, but generally, do not have an insurable interest in their neighbor's life or property. Insurable interest must be present in order for an insurance contract to be legal and valid.

Insured – The persons or entity that buys an insurance policy from an insurance company.

Insurer – The insurance company that undertakes to indemnify for losses and perform other insurance-related operations.

Loss Ratio - The percentage of incurred losses to earned premiums.

Loss Reserve - The amount that insurers set aside to cover claims incurred but not yet paid.

Loss Reserves - An estimate of liability or provision in an insurer's financial statement, indicating the amount the insurer expects to pay for losses incurred but not yet reported or reported claims that haven't been paid.

Losses Incurred - Includes claims that have been paid and/or have amounts held in reserve for future payment.

Loss of Use – A part of your homeowner's policy that provides reimbursement for living expenses when loss of or damage to property by a covered peril forces you to maintain temporary residence elsewhere. Also, known as additional living expense (ALE).

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Market Value - The amount property could be sold for at the time of loss. May be used to determine the amount of reimbursement for a loss.

Material Fact - A fact that would cause an insurer to decline a risk, charge a different premium, or change the provisions of the policy that was issued.

Mortgagee Clause — A property insurance provision granting special protection for the interest of a mortgagee (e.g., financial institution that has an interest in the property) named in the policy, in effect setting up a separate contract between the insurer and the mortgagee. It establishes that loss to mortgaged property is payable to the mortgagee named in the policy and promises advance written notice to the mortgagee of policy cancellation. It also grants continuing coverage for the benefit of the mortgagee in the event that the policy is voided by some act of the insured (e.g., arson). In this situation, the clause specifies the obligations of the mortgagee in continuing coverage. The mortgagee would be expected to notify the insurer of any changes in ownership, occupancy, or exposure; pay any due premium; and submit a signed, sworn statement of loss within the appropriate time frame. Without the protection of the mortgagee clause, financial institutions would be unlikely to loan the large amounts of money necessary to purchase homes, office buildings, or factories.

Named Insured - The individual defined as the insured in the policy contract.

Negligence — A tort involving failure to use a degree of care considered reasonable under a given set of circumstances. Acts of either omission or commission, or both, may constitute negligence. The four elements of negligence are a duty owed to a plaintiff, a breach of that duty by the defendant, proximate cause, and an injury or damage suffered by the plaintiff. Liability policies are designed to cover claims of negligence.

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Notice of Cancellation Clauses — Provisions in policies mandating that insurers are to provide advance notice of cancellation or nonrenewal of a policy. Most commonly, the required cancellation notice period is 30 days, although state amendatory endorsements frequently extend this period to 60 days. Additionally, most policies require that the insurer provide advance notice of nonrenewal with the notice requirement ranging from 10 to 75 days depending on jurisdiction and circumstances surrounding the nonrenewal.

Notice of Claim Provision — A provision in a liability insurance policy requiring the insured to promptly notify the insurer in the event that a claim is made against the insured. Also called "awareness provision."

Open Perils — Refers to property insurance that insures against loss to covered property from all causes except those that are specifically excluded. This method of identifying covered causes of loss in a property policy has traditionally been referred to as "all risks" coverage. Many industry practitioners continue to use the term "all risks" to describe this approach to defining covered causes of loss in a property insurance policy. However, it is no longer used in insurance policies because of concern that the word "all" suggests coverage that is broader than it actually is. Because of this concern, some industry practitioners have begun to use the term "open perils" or "special perils" instead of "all risks."

Ordinance of Law Coverage — Coverage providing increased cost to a covered loss resulting from an ordinance or law.

Package Policy — A combination policy providing several different coverages. Usually refers to a policy providing both general liability insurance and property insurance. Premium discounts are usually allowed to reflect cost efficiencies.

Peril — An event that causes damage or loss to property. Perils may be man-made (such as theft and vandalism) or natural events such as wind, hail, lightning, fire, and water.

Personal Property — All tangible property not classified as real property.

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Policy — A written contract of insurance between the insurer and the policyholder. It is typically composed of a declarations page, policy form, and endorsements or riders that amend the policy form.

Policy Conditions — The section of an insurance policy that identifies general requirements of an insured and the insurer on matters such as loss reporting and settlement, property valuation, other insurance, subrogation rights, and cancellation and nonrenewal. The policy conditions are usually stipulated in the coverage form of the insurance policy.

Policy Definitions — In defining the scope of coverage, insurance policies rely on terms and phrases that have very special and often very specific meanings. Since these terms and phrases are usually repeated many times in the insurance policy, a single definition of the term or phrase is included in the definitions section of the policy instead of being repeated whenever the term is used. The reader is alerted when a defined term is used in the insurance policy, usually by its placement within quotation marks. Since definitions may have a significant impact on the scope of coverage, they must be carefully reviewed when interpreting the policy's coverage intent.

Predominant Cause — The peril having the most significant impact in bringing about the loss in a situation involving two independent perils that operate concurrently to produce the loss, as determined by the courts. The predominant cause is then selected as the proximate cause.

Property Insurance — First-party insurance that indemnifies the owner or user of property for its loss, or the loss of its income-producing ability, when the loss or damage is caused by a covered peril, such as fire or explosion. In this sense, property insurance encompasses inland marine, boiler and machinery (BM), and crime insurance, as well as what was once known as fire insurance, now simply called property insurance: insurance on buildings and their contents.

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Proximate Cause — (1) The cause having the most significant impact in bringing about the loss under a first-party property insurance policy, when two or more independent perils operate at the same time (i.e., concurrently) to produce a loss. Courts employ a set of proximate cause rules to resolve causation disputes when a property policy states that it covers or excludes losses "caused by" a peril and there is more than one peril at work in a fact pattern. Under common law, whether the policy provides coverage depends on which peril is chosen as the proximate cause. If the peril selected as the proximate cause is covered, courts consider the loss to have been caused by the covered peril and will hold that the loss is covered. If the peril selected as the proximate cause is uncovered or excluded, courts consider the loss to have been caused by the uncovered or excluded peril and will hold that the loss is not covered. **(2)** As a principle of tort law, proximate cause refers to a doctrine by which a plaintiff must prove that the defendant's actions set in motion a relatively short chain of events that could have reasonably been anticipated to lead to the plaintiff's damages. If the defendant's actions were "proximate" or close enough in the chain of causation to have foreseeably led to the plaintiff's damages, courts will impose liability. Otherwise, if the defendant's actions set in motion a long, bizarre chain of events that could not have reasonably been foreseen to lead to the plaintiff's damages, courts will not impose liability. In tort law, multiple actions by one or more defendants that are a substantial factor in producing the loss can qualify as proximate causes.

Proof of Loss – A formal statement made by the insured to the insurer regarding a claim, especially in property insurance, so that the insurer may determine its liability under the policy.

Proximate Cause – The initial cause of damage, which then may cause subsequential damage. When investigating losses, adjusters look for the proximate cause to determine whether a loss is covered or not.

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Proof of Loss – A formal statement made by the insured to the insurer regarding a claim, especially in property insurance, so that the insurer may determine its liability under the policy.

Proximate Cause – The initial cause of damage, which then may cause subsequential damage. When investigating losses, adjusters look for the proximate cause to determine whether a loss is covered or not.

Public Adjuster – A claims adjuster who represents the interests of an insured in a property loss. Public adjusters negotiate the settlement of such claims with the insurer's claim representative. Public adjusters are compensated with a percentage of the payable loss that they are able to secure for their clients.

Renters Insurance – Liability coverage for contents within a renter's residence. Coverage does not include the structure but does include any affixed items provided or changed by the renter.

Replacement Cost Value (RCV) – The financial value of item(s) in which the full replacement may be made. Homeowners policies that are replacement cost policies insure for the total replacement of items that are lost, stolen or damaged by a type of loss for which the items are insured.

Reserve – An amount of money earmarked for a specific purpose. Insurers establish unearned premium reserves and loss reserves indicated on their balance sheets. Unearned premium reserves show the aggregate amount of premiums that would be returned to policyholders if all policies were canceled on the date the balance sheet was prepared. Loss reserves are estimates of outstanding losses, loss-adjustment expenses (LAEs), and other related items. Self-insured organizations also maintain loss reserves.

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Reservation of Rights – An insurer's notification to an insured that coverage for a claim may not apply. Such notification allows an insurer to investigate (or even defend) a claim to determine whether coverage applies (in whole or in part) without waiving its right to deny later coverage based on information revealed by the investigation. Insurers use a reservation of rights letter because, in many claim situations, all the insurer has at the inception of the claim are various unsubstantiated allegations and, at best, a few confirmed facts. In reserving its rights to deny coverage later, the insurer is merely telling the insured of its concerns that the claim, in whole or in part, may not be covered under the policy, pending further investigation. Although a reservation of rights protects an insurer's interests, it also alerts an insured to the fact that some elements of a claim may not be covered, thereby allowing the insured to take necessary steps to protect its potentially uninsured interests.

Risk – The chance that a loss may occur.

SIU or Special Investigative Unit – The division of an insurance company that investigates potential insurance fraud. Adjusters forward suspected cases of fraud to them.

Standardized Policies – Standardized policies refer to forms that have been filed by Insurance Services Office, Inc. (ISO) to the individual insurance departments for approval. Many insurance companies use the approved ISO forms rather than filing their own forms in each individual state.

Subrogation – The financial liability of a third party for a loss. An insurer may opt to pay a claim and then pursue legal action against a non-insured to collect their portion of a claim when it is the opinion of the insurer that a third party is partially or wholly responsible for the loss. When subrogation is successful, the insured is entitled to recover its deductible.

Time Element Loss – Loss resulting from the inability to use a property. Examples are business interruption, extra expense, rental income, etc.

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Total loss – When your home is totally destroyed or the cost to repair or rebuild it exceeds the policy limit.

Underwriter - A person who identifies, examines and classifies the degree of risk represented by a proposed insured in order to determine whether or not coverage should be provided and, if so, at what rate.

Underwriting - The process by which an insurance company examines risk and determines whether the insurer will accept the risk or not, classifies those accepted and determines the appropriate rate for coverage provided.

Utmost Good Faith - A characteristic of insurance contracts meaning that the insurance company must be able to rely on the honesty and cooperation of the insured, and the insured must rely on the company to fulfill its obligations.

Unfair Claims Practice - The improper avoidance of a claim by an insurer or an attempt to reduce the size of the claim. By engaging in unfair claims practices, an insurer tries to reduce its costs. However, this is illegal in many jurisdictions.

Vacancy and Unoccupancy – Vacancy means the building is void of contents and people. The building is simply not being used. Perils such as freezing, vandalism and malicious mischief are limited when a building is vacant. In most cases, the insurance can purchase Vacancy Permit coverage to have some of the coverage restored for an additional premium. Unoccupancy means the premises are void of people. In most cases, this will not affect the coverage provided by the policy.

Valued Policy / Valued Policy State – In the case of a total loss, a valued policy automatically pays the policy limits, less ACV. Some states mandate this kind of loss assessment for all total losses. Some states limit types of losses.

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Vicarious Liability — The liability of a principal for the acts of its agents. Vicarious liability can result from the acts of independent agents, partners, independent contractors, employees, and children.

Waiver – The surrender of a right or privilege.

Waiver of Subrogation – An agreement between two parties in which one party agrees to waive subrogation rights against another in the event of a loss. The intent of the waiver is to prevent one party's insurer from pursuing subrogation against the other party. Generally, insurance policies do not bar coverage if an insured waives subrogation against a third party before a loss. However, coverage is excluded from many policies if subrogation is waived after a loss because to do so would violate the principle of indemnity.

Resources

Adjust First, Inc.: www.firstadjust.com

American Arbitration Association: www.ADR.org

American Association of Public Insurance Adjusters: www.aapia.org

AAA Mediation.org: <https://www.aaamediation.org/about>

California Association of Public Insurance Adjusters: <http://www.capiainc.com/>

California Department of Insurance: www.insurance.ca.gov

Consumer Action Website: <https://www.usa.gov/insurance>

Insurance Appraisal & Umpire Association, Inc.: <http://www.iaua.us/>

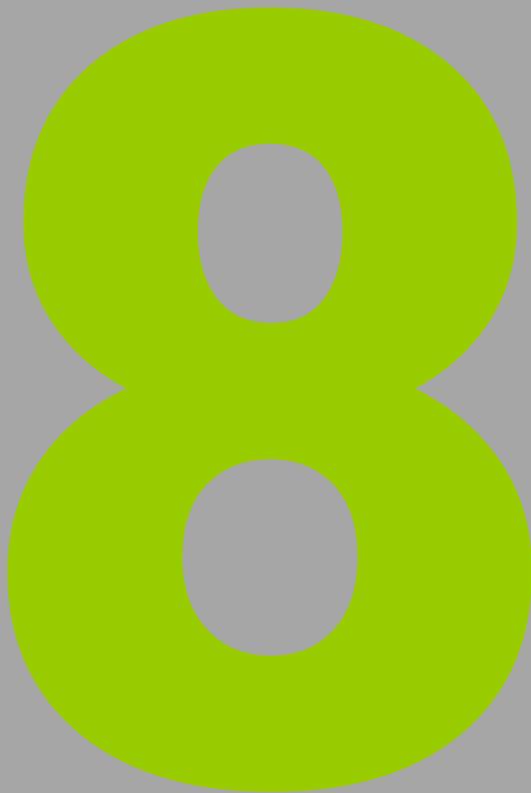
United Policyholders: <https://www.uphelp.org/>

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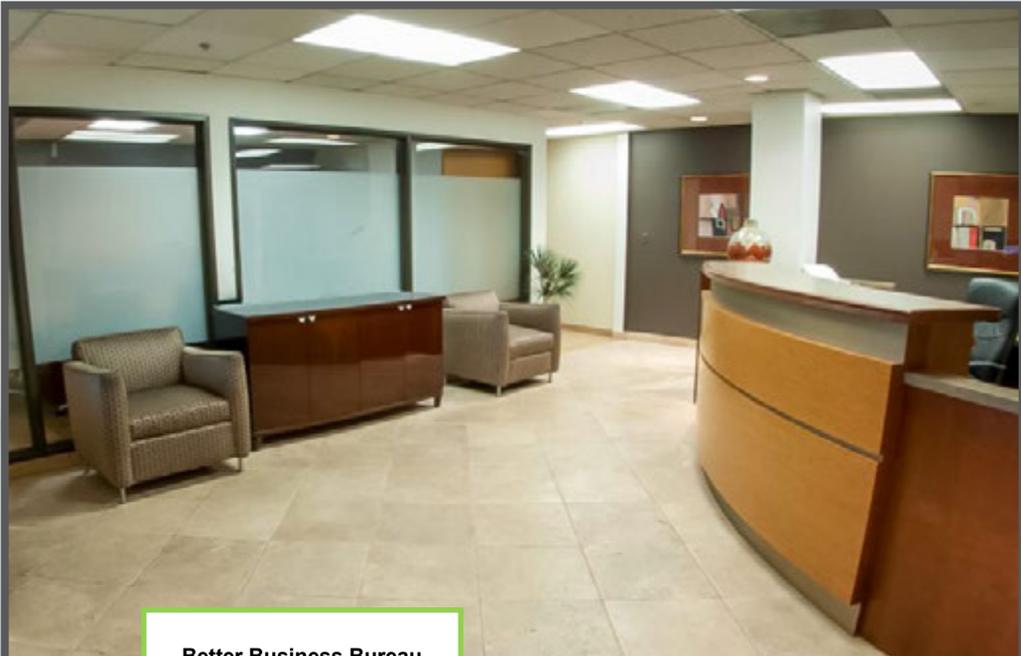


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Frank Biles, P.A. - *Senior Vice President/Managing Director*
Frank Biles, P.A. is a Senior Vice President/Managing Director at the law firm of Biles & Associates, P.A. in Jacksonville, Florida. He has over 20 years of experience in the insurance industry, representing policyholders in various types of claims, including property damage, construction defects, and business interruption. He has successfully negotiated and litigated numerous claims, resulting in significant settlements for his clients.

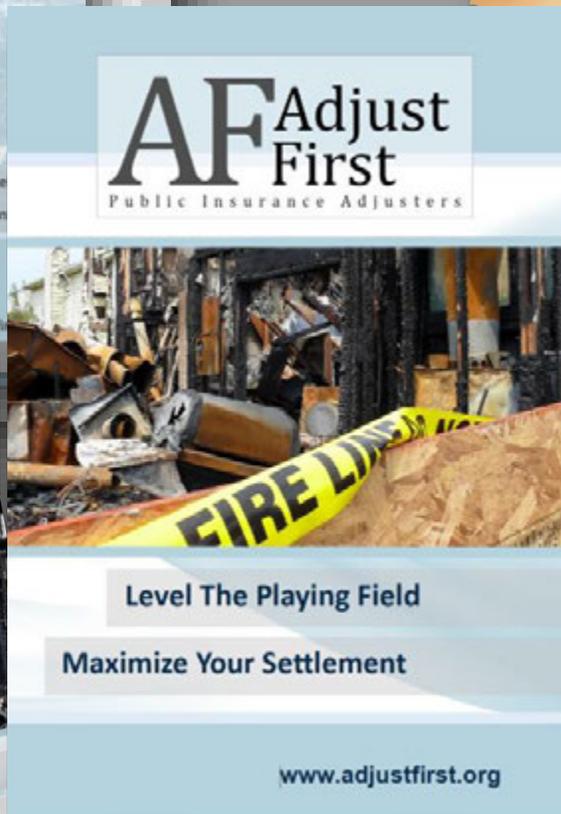
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