

Public Service Adjusting LLC

A GUIDE TO FILING AN INSURANCE CLAIM



334 W 806 N

Valparaiso, IN 46385

Office: 219-706-5973

Email: Team@psadjusting.com

Publicserviceadjusting.com



Our Team

- Firefighters
- Paramedics
- EMT's
- Police
- Veterans
- Site Safety professionals
- Certified Fire Investigator
- Xactimate Certified
- Commercial Insurance Experts
- Policy Holders – We are also consumers of the insurance industry. We handle each claim as if it were our own!

This guide was put together by Public Insurance Adjusters, to educate the community about the property insurance claim process. As we are not lawyers, and do not practice law, this guide is not to be construed as legal counsel. This is simply a guide to assist in the claims process by educating people on the insurance claims process.

Public Insurance Adjusters are the only property loss professionals licensed to work on behalf of policyholders. We are your advocate during the entire complicated insurance claims process. We are experts in home and business policy language.

Our mission is to serve policyholders with integrity, pride and in good faith. To provide you with prompt and professional service. To advocate on your behalf using industry experience and continuing education. To use all available and reputable resources to provide you the best possible outcome for your claim.

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WHEN TO FILE A CLAIM

Ideally, you want to file a claim as soon as you have experienced or discovered the covered loss. Covered losses are losses arising from a listed peril. A peril is a sudden or accidental event such as a fire, a break-in, a wind- or hailstorm, hurricane, etc. If a peril is listed as an exclusion, it is not a covered loss. Examples of these include, settling and cracking, earth movement, war, and even mold. (Note* If a roof leaks following a bad storm and causes mold to grow, it is a covered loss because the storm caused the roof to leak first.)

STEPS TO FILE A CLAIM

- * Try to mitigate any further damage (ex: have a tarp put on your roof to prevent further leaking into the home)
- * Call your agent or insurance company claims department, whether you are at fault or not.
Start taking photos – start with an overview image of the room from the entrance, then go to each corner of the room and take overview photos. Next, zoom in to the damaged areas. You can never take too many photos!
- * Follow the directions your insurance company representative gives you to provide all documentation related to the accident and file your claim. You may need a police report in some cases.
- * Keep copies of your documentation and bills related to the incident. Write down detailed notes following conversations about the incident. You need to know who you spoke with and what they said, at what date and time, and how to contact the person. There is a notes section in the back of this guide!
- * Ask if you qualify to stay in temporary housing. ALE is additional living expenses. This type of coverage typically applies when the house does not have a working kitchen, bathroom, or has become contaminated with some sort of hazardous material.
- * If you would rather someone licensed handle your claim for you, CALL US! We can deal with the insurance company for you and ensure you get what you have been paying for all of these years.

Statute of Limitation

Many states set a statute of limitation, meaning they designate a certain period of time that a person can file and negotiate a claim, following the loss. In most states including Indiana that statute of limitation is 2 years. This means that if you were to continue to have issues that stem from the same loss, or if you were unsatisfied with the settlement amount, you have up to two years to continue filing against that claim.



DOCUMENTING THE PROOF OF LOSS

According to just about every policy out there, a policyholder is required to submit a Proof of Loss. According to FEMA, the definition of Proof of Loss is, “A Proof of Loss is a policyholder’s statement of the amount of money being requested, signed to and sworn to by the policyholder with documentation to support the amount requested. It is important to understand the Proof of Loss is **not** the claim.” (Source: <https://www.fema.gov/media-library/assets/documents/9343#:~:text=A%20Proof%20of%20Loss%20is,Loss%20is%20not%20the%20claim.>)

Essentially, it is a document or documents that state:

- Loss Address

- Parties that have an interest in the property

- Parties that claim the loss under the insurance policy

- The date and cause of the loss

- Policy number

- Mortgage Company and Loan #

- Documents that support the value of your property and the amount of loss you claim such as estimates, inventories, receipts, etc.

Your specific policy will dictate exactly what the insurance company requires in a Proof of Loss.

DWELLING AND OTHER STRUCTURES

The insured’s duties after a loss section of your policy will tell you everything you are to do and/or provide to the insurance company to settle your claim. One of the most important aspects of this Proof of Loss is the Valuation. The Valuation is what determines the value of your claim payment, and the most common types are: Market Value, Replacement Cost, and Actual Cash Value.

HOW TO DETERMINE THE VALUE OF YOUR CLAIM?

There are a few ways a policyholder can determine the value of their claim. One would be to have a professional come out, assess the damage, and write a scope of loss with a total estimated price. Public Insurance Adjusters can do that for you. You will not have to worry about low bids or high bids, we use the same estimating software program insurance companies use to write a scope of loss and the market value for each and every line item.



PERSONAL PROPERTY

Often, a policy holder's personal property is also damaged during a covered peril. Typically, a fire, water, or environmental hazard mitigation company will come in and assess personal property that is unaffected and can be packed up, what is affected but salvageable, and what is unsalvageable and must be fully replaced. If some items are salvageable with some professional cleaning, those costs will be covered by the policy. For unsalvageable items, you must create an itemized list of each item destroyed, the brand name, where you purchased it/them, model number (typically major appliances and/or electronics), the ages of those items, price, and quantity. On the next page, we provide a sample Contents Inventory Worksheet. You will need receipts, photos, credit/debit card statements etc. as the burden of proof lies on the policy holder.



Things to watch out for when the insurance company is assessing your loss:

- Rushed, inadequate or improper cleaning and repair methods

- Rushed, inadequate or improper pack-out, resulting in lost or damaged property

- Hidden damage (water, smoke, ash, mold, air quality, ducts, foundation (beams))

- Delays: Your claim may be lowest in priority over total losses, following a major disaster. During a catastrophe, insurance claims adjusters take on hundreds of files at a time!

- Disputes over “matching” and line of sight: No matter what your home requires, repairs **MUST** return your property to a “uniform and consistent appearance,” with goods of “like, kind, and quality,” even if that means replacing undamaged parts of the home. Examples would be flooring, roof replacement, siding, etc.

EXAMPLE PERSONAL PROPERTY (CONTENTS) WORKSHEET



Property Address:

Phone:

Preparer:

Fax:

Insured's Name:		Claim#	Policy Name:	Date of Loss:	Today's Date:	Adjuster Name:	
No.	Item	Brand Name	Where Purchased	Model#	Age	Price	Qty.
	Living Area						
	Kitchen						
	Garage						
	Bedroom1						
	TOTAL						\$0.00

ADDITIONAL LIVING EXPENSES AND BUSINESS INTERRUPTION

If you are to be temporarily displaced from your home, the ALE coverage of your policy will cover those living expenses. It will cover dollar for dollar your housing and will cover the DIFFERENCE in your food and other living expenses. For example, the cost of going to a laundry mat. This means you will be paid the difference between what you typically spend per week to feed and run your household and what you have had to spend on food during displacement. Let us say you spend \$200 per week to feed your family of four. Because you are displaced and cannot cook a full meal, you will have to eat out at restaurants. You end up spending \$600 per week to feed your family of four. ALE will pay you the difference: \$400 per week to feed your family of four. Keep all receipts as the burden of proof lies on you, the policy holder.

Business Interruption or Loss of Business income will cover business income lost during the event and during the repairs and replacement of the property. Your business income tax documents will be needed to assist with this type of indemnification.



WHAT IS A PUBLIC INSURANCE ADJUSTER?

When you suffer a property loss, the insurer (aka the insurance company), sends out their own adjuster to tell you how much they think they should pay you for the repairs. There is a whole lot wrong with that approach. It is unfair to you, the policy holder, who pays their premiums for years to decades. Policy holders are relying on adjusters to assess the damage, determine correct method of repair, and cost of that repair. There are only three entities that can legally settle a claim:

1.) The IA: INSURANCE/INDEPENDENT ADJUSTER

An INSURANCE/INDEPENDENT ADJUSTER is a person licensed as an all-lines adjuster who is self-appointed or appointed and employed by an insurance company or an independent adjusting firm. An independent adjuster settles the claim within the best interest of the insurance company.

2.) The ATTORNEY May file suit against your insurance company on your behalf.

3.) The PIA: PUBLIC (INSURANCE) ADJUSTER

A PUBLIC ADJUSTER is a professional claims adjuster who advocates for the policyholder in appraising and negotiating a claimant's insurance claim. Aside from attorneys, and independent adjusters, state-licensed Public Adjusters can legally represent the rights of an insured during the claims process. Their technical expertise and ability to interpret the sometimes-ambiguous insurance policies, allow the property owners the ability to receive the maximum amount of indemnification for their claims. The PIA settles claims bearing the interests of the policy holder.

WHY USE A PUBLIC ADJUSTER?

- WE ARE A VOICE FOR YOU
YOU CAN GET BACK TO YOUR LIFE WHILE WE HANDLE YOUR CASE

WHAT SERVICES DO WE PROVIDE?

- REVIEW YOUR POLICY AND DETERMINE ALL APPLICABLE COVERAGE AND ENTITLEMENTS
- DOCUMENT ALL DAMAGE IN WRITING AND PHOTOS
- ESTIMATE CONSTRUCTION AND REPLACEMENT COSTS
- CALCULATE LOSSES LIKE ADDITIONAL LIVING EXPENSES, BUSINESS INTERRUPTIONS, ETC.
- ENSURE YOU ARE ABLE TO RECOVER THE FULL AMOUNT YOU ARE DUE



IC 27-1-28-21 Duties of an Independent Adjuster

Sec. 21. An independent adjuster shall do all of the following:

- (1) Be honest and fair in all communications with an insured, an insurer, a self-insurer, and the public.
- (2) Give policyholders and claimants prompt and knowledgeable service and courteous, fair, and objective treatment.
- (3) Refrain from:
 - (A) giving legal advice; or
 - (B) dealing directly with a policyholder or claimant who is represented by legal counsel unless the legal counsel consents to the direct contact.
- (4) Comply with all local, state, and federal privacy and information security laws.
- (5) Identify:
 - (A) the independent adjuster's self as an independent adjuster; and
 - (B) if applicable, the independent adjuster's employer;when dealing with a policyholder or claimant.
- (6) Refrain from:
 - (A) having any financial interest in an adjustment; or
 - (B) acquiring, for the independent adjuster or any person, an interest or a title in salvage without first receiving written authority from the principal.

As added by P.L.11-2011, SEC.22.

IC 27-4-1-4.5 Enumeration of unfair claim settlement practices

Sec. 4.5. The following are unfair claim settlement practices:

Misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue.

- (2) Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.
- (3) Failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies.
- (4) Refusing to pay claims without conducting a reasonable investigation based upon all available information.
- (5) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed.
- (6) Not attempting in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear.
- (7) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds.
- (8) Attempting to settle a claim for less than the amount to which a reasonable individual would have believed the individual was entitled by reference to written or printed advertising material accompanying or made part of an application.
- (9) Attempting to settle claims on the basis of an application that was altered without notice to or knowledge or consent of the insured.
- (10) Making claims payments to insureds or beneficiaries not accompanied by a statement setting forth the coverage under which the payments are being made.
- (11) Making known to insureds or claimants a policy of appealing from arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept settlements or compromises less than the amount awarded in arbitration.
- (12) Delaying the investigation or payment of claims by requiring an insured, a claimant, or the physician of either to submit a preliminary claim report and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information.
- (13) Failing to promptly settle claims, where liability has become reasonably clear, under one (1) portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.
- (14) Failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement.
- (15) In negotiations concerning liability insurance claims, ascribing a percentage of fault to a person seeking to recover from an insured party, in spite of an obvious absence of fault on the part of that person.
- (16) The unfair claims settlement practices defined in IC 27-4-1.5.

As added by P.L.259-1983, SEC.2. Amended by P.L.271-1987, SEC.6; P.L.194-1991, SEC.1; P.L.203-2001, SEC.7.

CLAIM NOTES

POLICY NUMBER:

CLAIM NUMBER:

ADDRESS OF PROPERTY:

DATE OF LOSS:

CAUSE OF LOSS:

AGENT NAME AND PHONE NUMBER:

CLAIMS PHONE NUMBER:

DESK ADJUSTER NAME AND CONTACT:

FIELD ADJUSTER NAME AND CONTACT:

MITIGATION COMPANY NAME AND PHONE NUMBER:

CONTRACTOR NAME AND PHONE NUMBER:

Appointments:

Notes: (Always write down what you are told by your insurance company representative, including the date and time.)

Check list:

- ◇ Give prompt notice to your insurance company, notify the police when applicable.
- ◇ Make reasonable and necessary repairs to protect the property and keep an accurate record of expenses.
- ◇ Follow the direction of your insurance representative.
- ◇ Call a professional for assistance!

WHAT TO DO WHEN DELAYED, DENIED, OR UNDERPAID

Do not give up, call us! Do not feel overwhelmed. Do not feel defeated. Do not feel inadequate. An insurance claim can be just as complex and time consuming to navigate as doing taxes on a corporation when you are not an accountant. It is unreasonable to expect a policy holder to navigate this grueling process alone. To decipher policy language as it applies to your loss, fulfill your duties after a loss and negotiate every penny you are rightfully owed. We are experts in our profession, and we are exceptionally passionate about what we do. We take on the excuses, the bullying, and the incompetence so that you do not have to. Calling us ensures you receive a fair settlement, and without any other disruptions to your daily life. We don't get paid until you do!

IF INTERESTED, PLEASE GO TO:

www.publicserviceadjusting.com

For more information or to Contact Us!

OR

**FEEL FREE TO CALL OUR OFFICE AND SPEAK TO ONE OF OUR
LICENSED PUBLIC INSURANCE ADJUSTERS
219-706-5973**



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