

Insured Bill of Rights

YOU MAY TAKE AND BE FULLY COMPENSATED FOR THE COST OF EMERGENCY STEPS TO SAFEGUARD YOUR PROPERTY FROM FURTHER DAMAGE AFTER A LOSS.

In fact you have the obligation to do so under the terms of your policy. The insurance company may not be liable for additional expenses if you fail to provide such protection.

IF YOU HAVE SECURED ADEQUATE COVERAGE, YOU ARE ENTITLED TO BE PAID FOR THE FAIR COST OF FULLY RESTORING YOUR HOME TO IT'S PRE-DAMAGED CONDITION.

You are, however, not insured for the repair of unrelated problems such as code deficiencies and or prior damage.

YOU ARE ENTITLED TO EMPLOY AND SHOULD INSIST UPON A FULLY LICENSED AND INSURED REPAIR FIRM OF GOOD REPUTATION.

If you choose not to employ such a firm, the consequences and liability for any injury, damage or other actions will rest with you.

YOU ARE ENTITLED TO EMPLOY A FIRM WITH SUFFICIENT EXPERIENCE AND STABILITY IN THE COMMUNITY TO STAND BEHIND ITS WORK AND WARRANTY RESPONSIBILITIES.

The repair contract and its execution is strictly between you and the contractor. Your insurance company does not warrant or guarantee the performance of any firm you hire.

YOU ARE ENTITLED TO MATERIALS AND WORKMANSHIP FULLY EQUIVALENT TO YOUR EXISTING INSTALLATION IN "LIKE KIND AND QUALITY".

The insurance company has no obligation to improve your existing installation.

YOU ARE NOT REQUIRED TO ACCEPT THE LOWEST BIDDER. NOWHERE IN YOUR POLICY DO THE WORDS "CHEAPEST", "LOW", OR "LOWEST PRICE" OCCUR.

Repair rates should correspond to prevailing standards in your area for work of good quality.

YOU ARE ENTITLED TO RECEIVE A DETAILED LISTING OF THE SCOPE OR REPAIRS AND QUANTITIES OF MATERIALS TO BE PROVIDED, BEFORE WORK BEGINS.

Provision for hidden or latent problems relating to the damage should be spelled out in as much detail as possible.

YOU ARE ENTITLED TO AND SHOULD REJECT ANY CONTRACT THAT DOES NOT INCORPORATE ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR RESIDENTIAL CONSTRUCTION WORK.

You must be familiar with these requirements in order to enjoy the protection the law provides. Contact a Professional Restoration Contractor for this important information.

YOU ARE ENTITLED TO SELECT A FIRM WHO CAN DEMONSTRATE SKILL AND EXPERIENCE IN INSURANCE DAMAGE REPAIR AS A FULL TIME PROFESSIONAL SERVICE.

Ask for references, credentials, and association memberships that indicate professional training and status in insurance repair, as contrasted with ordinary home improvement work.

IF SUBSTANTIAL DISAGREEMENT ARISES BETWEEN YOU AND THE INSURANCE COMPANY OVER THE AMOUNT OF THE LOSS, YOU ARE ENTITLED TO REQUEST ARBITRATION (APPRAISAL) AS DESCRIBED UNDER THE TERMS OF THE POLICY LINES 123-140 OF THE STANDARD HOMEOWNERS FORM WHICH SPELLS OUT THE PROCEDURES FOR SETTLING DIFFERENCES WITHOUT RESORTING TO LAWSUIT.

The insurance company is also entitled to this provision, which may be invoked at any time prior to settlement, regardless of whether or not you have received advanced payments.

YOU ARE ENTITLED TO RECEIVE PAYMENT FROM THE INSURANCE COMPANY WITHIN THE TIME SPECIFIED BY THE POLICY AND YOUR STATE INSURANCE REGULATIONS, WHICH ARE DESIGNED TO PREVENT INSURANCE COMPANIES FROM USING DELAY AND PERSONAL HARDSHIP TO COMPEL A LOWER SETTLEMENT.

The policy also has time requirements for the policyholder, within which you must prepare and submit your claim. Ask your adjuster about these requirements at the outset so that you can be in compliance