



AskAN
ADJUSTER®

REPAIR VS. REPLACE

WHO DECIDES?

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WELCOME!

Everyone should have signed in with their License # and have received a Course Outline & Feedback Form.

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OUR STORY

- Founded in 2006
- 90+ Public Adjusters
- 30+ In House Staff
- Nearly \$2 Billion in Recoveries
- 5 Offices



MELBOURNE OFFICE

744 North Drive, Suite A, Melbourne FL 32934



TAMPA OFFICE

4350 W. Cypress St, Suite 102, Tampa, FL 33607



ORLANDO OFFICE

122 West Pine Street, Suite 300, Orlando, FL 32801



WEST PALM BEACH OFFICE

700 S. Rosemary Ave, Suite 204, West Palm Beach, FL 33401



GLENDALE OFFICE

1010 N Central Ave, Suite 315, Glendale, CA 91202





Tragic Events

Lead to Risk Reduction Measures

- **Goal: To Educate, Equip, and Empower You To Be The BEST CAM and Board Member Possible!**
- Share Protocol of Practical Steps To Take When Repair Issues Arise In a Community.

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Special Sessions Passed

2022

- SB 2 and SB 4
- 15 year old roofs will get a letter to be dropped, who can help?
- New roof deductible for roof claims
- Changes to AOB rules and attorney fees
- 25% building code disregarded for certain age roofs
- Condo requirements for structural inspections

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Insurance

What Is It & Who Needs It?

Definition: A promise of compensation for specific potential future losses in exchange for periodic payments (premiums.)

*****ONLY HAS VALUE IF YOU CAN COLLECT FROM IT*****

FUN FACT! Where does the term underwriter come from??

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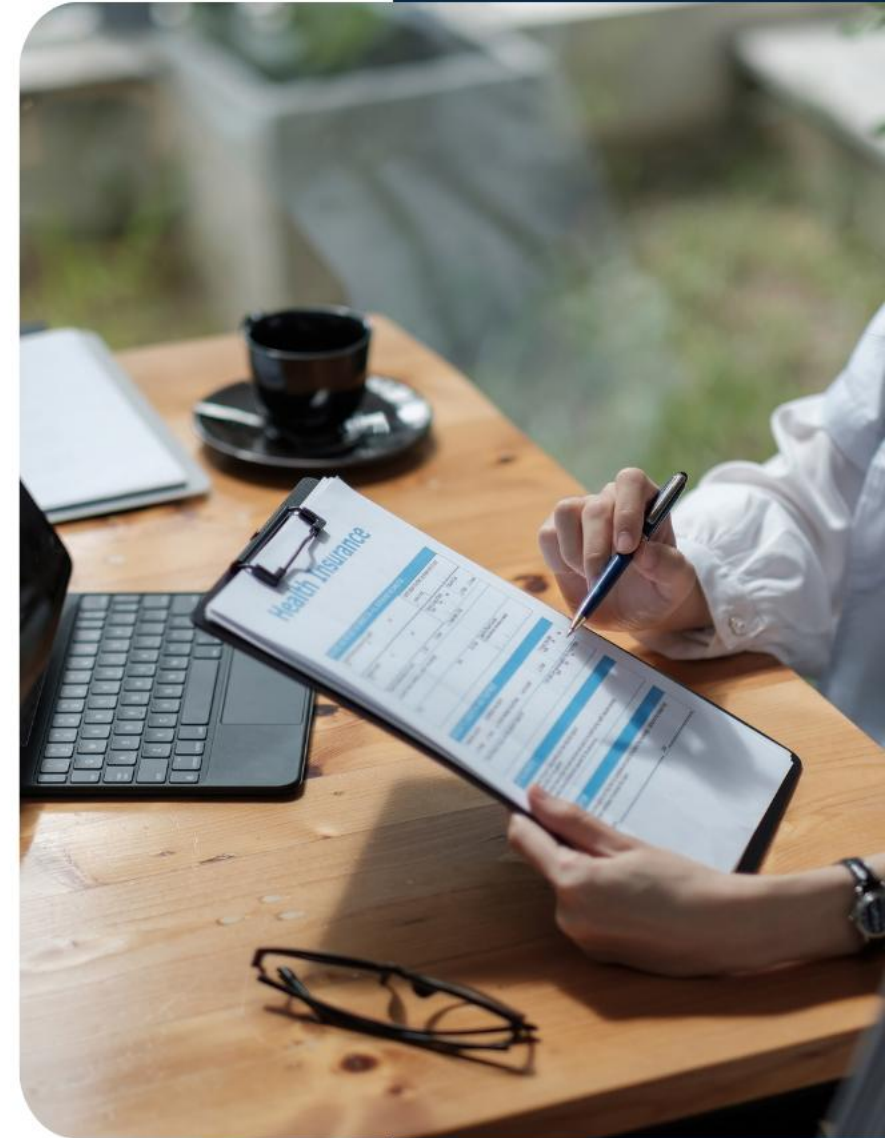


Insurance Policy

What Is It?

An insurance policy is a legal contract between the insurance company (the insurer) and the person(s), business, or entity being insured (the insured). Reading your policy helps you verify that the policy meets your needs and that you understand your and the insurance company's responsibilities if a loss occurs. Many insureds purchase a policy without understanding what is covered, the exclusions that take away coverage, and the conditions that must be met in order for coverage to apply when a loss occurs.

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Types of Adjusters

3 Types of Adjusters Licensed by the State of Florida:

Insurance Adjuster:

is employed by an insurance company to represent the insurance company in dealing with your insurance claim. The insurance company adjusters main responsibility is to protect the interests of the insurance company.

Independent Adjuster:

is hired by insurance companies to represent them in dealing with you, your loss and damages. The independent adjusters' main responsibility is to protect the interests of the insurance company.

Public Adjuster:

is the only Adjuster specifically licensed by the State of Florida to represent you, the Insured. The Public Adjusters main responsibility is to protect you and your interests in claims against a loss with the Insurance Company.

****Beware of unlicensed, unregulated "Consultants" ** WHO WILL YOU CALL IF THINGS DON'T GO AS PLANNED???**



Do You Know What's In Your Policy?

Some Insurance Agents Aren't Even Aware...

C. **ARBITRATION CLAUSE:** All matters in difference between the Insured and the Companies (hereinafter referred to as "the parties") in relation to this insurance, including its formation and validity, and whether arising during or after the period of this insurance, shall be referred to an Arbitration Tribunal in the manner hereinafter set out.

The seat of the Arbitration shall be in New York and the Arbitration Tribunal shall apply the law of New York as the proper law of this insurance.

SECTION VII – CONDITIONS

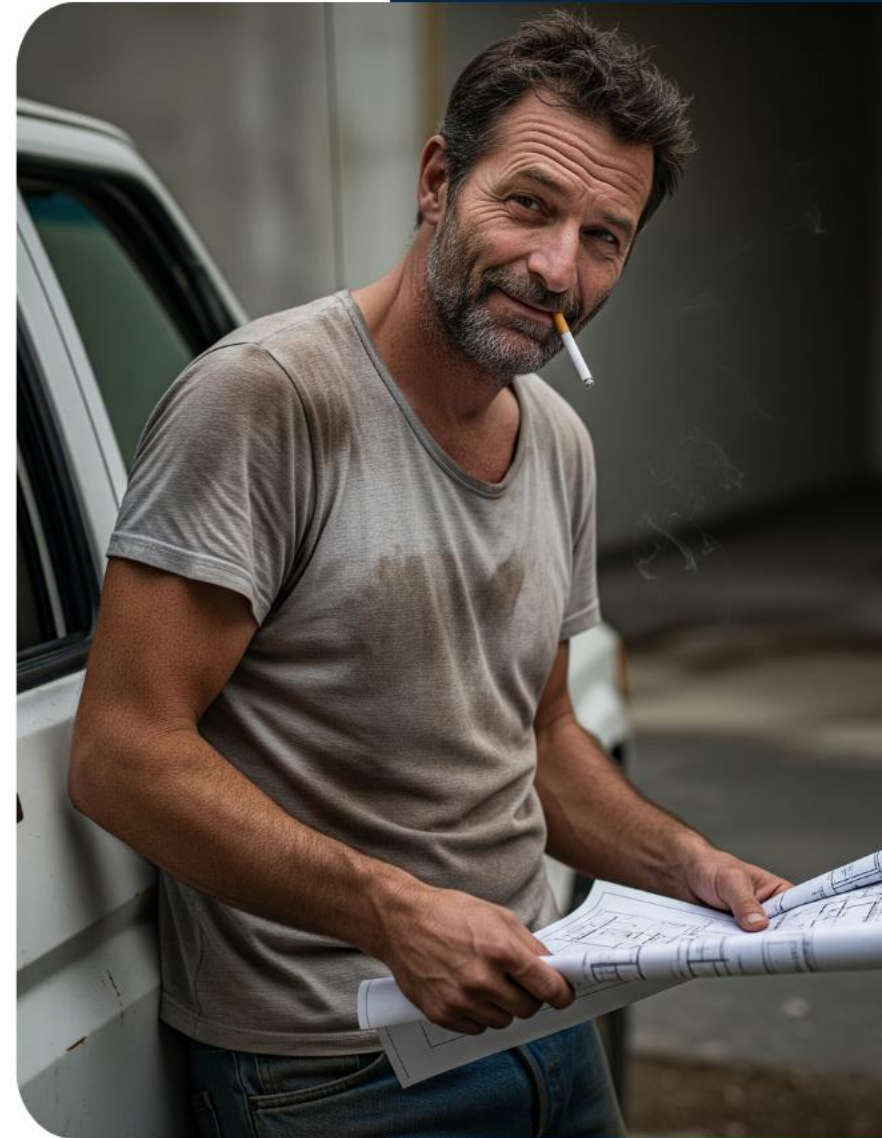
- A. **ABANDONMENT:** There can be no abandonment to the Companies of any property.
- B. **ADJUSTMENT OF LOSSES AND FIRST NAMES INSURED CLAUSE:** Loss or damage shall be adjusted with and payable to the First Names Insured, subject to any Certificates of Insurance on file with AmRisc. Which requires payment to a loss payee or mortgagee.
- If this Policy insures more than one entity, the First Names Insured in authorized to act on behalf of all other insureds with respect to their rights, obligations, and duties under this Policy. Payment of loss or return premium under this Policy to the First Names Insured shall satisfy the Companies' obligations with respect to all insureds.
- C. **ARBITRATION CLAUSE:** All matters in difference between the Insured and the Companies (hereinafter referred to as "the parties") in relation to this insurance, including its formation and validity, and whether arising during or after the period of this insurance shall be referred to an Arbitration Tribunal in the manner hereinafter set out.
- Unless the parties agree upon a single Arbitrator within thirty days of one receiving a written request from the other for Arbitration, the Claimant (the party requesting Arbitration) shall appoint his Arbitrator and give written notice thereof to the Respondent. Within thirty days or receiving such notice, the Respondent shall appoint his Arbitrator on behalf of the Respondent.
- Should the Arbitrators fail to agree, they shall appoint, by mutual agreement only, an Umpire to whom the matter in difference shall be referred.
- Unless the parties otherwise agree, the Arbitration Tribunal shall consist of persons employed or engaged in a senior position in Insurance underwriting or claims.
- The Arbitration Tribunal shall have power to fix all procedural rules for the holding of the Arbitration including discretionary power to make order as to any matters which it may consider proper in the circumstances of the cases with regard to pleadings, discovery, inspection of documents, examination of witnesses and any other matter whatsoever relating to the conduct of the Arbitration and may receive and act upon such evidence whether oral or written strictly admissible or not it shall in its discretion think fit.
- All costs of the Arbitration shall be in the discretion of the Arbitration Tribunal who may direct to and by whom and in what manner they shall be paid.
- The seat of the Arbitration shall be in New York and the Arbitration Tribunal shall apply the law of New York as the proper law of this insurance.
- The Arbitration Tribunal may not award exemplary, punitive, multiple, consequential, or other damages of a similar nature.
- The award of the Arbitration Tribunal shall be in writing and binding upon the parties who covenant to carry out the same. If either of the parties should fail to carry out any award the other may apply for its enforcement to a court of competent jurisdiction in any territory in which the party in default is domiciled or has assets or carries on business.
- D. **ASSIGNMENT:** The Insured may not assign this Policy without the Companies' prior written consent.
- E. **BRANDS AND LABELS:** If branded or labeled merchandise covered by this Policy is physically damaged and the Companies elect to take all or any part of such merchandise at the value established by the terms of this Policy, the Insured may, at their own expense, stamp "SALVAGE" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the Insured must re-label the merchandise or containers in compliance with the requirement of law.
- F. **CANCELLATION AND ADDITION OR DELETIONS:**
- This Policy can be canceled by the First Names Insured by providing the companies with:
 - An advanced written request for cancellation stating when the cancellation shall be effective.



Right to Repair?

What's In Your Policy?

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Rates, Codes & Protections

- Has Anyone's Rates Gone Up?
- Statutes Protect You!
- Are Any Components At Your Community Out of Code?
- Current Policies Have Benefits to Upgrade to Code!

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When Repair Issues Arise

Visual Inspection

Top Down Approach

What Is The Source of Moisture?

Gravity Wins!

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Steps to Investigate





Repair vs. Replace

Repair Definition:

To restore to good working order, fix, or improve damaged condition; to mend; to remedy.

Replace Definition:

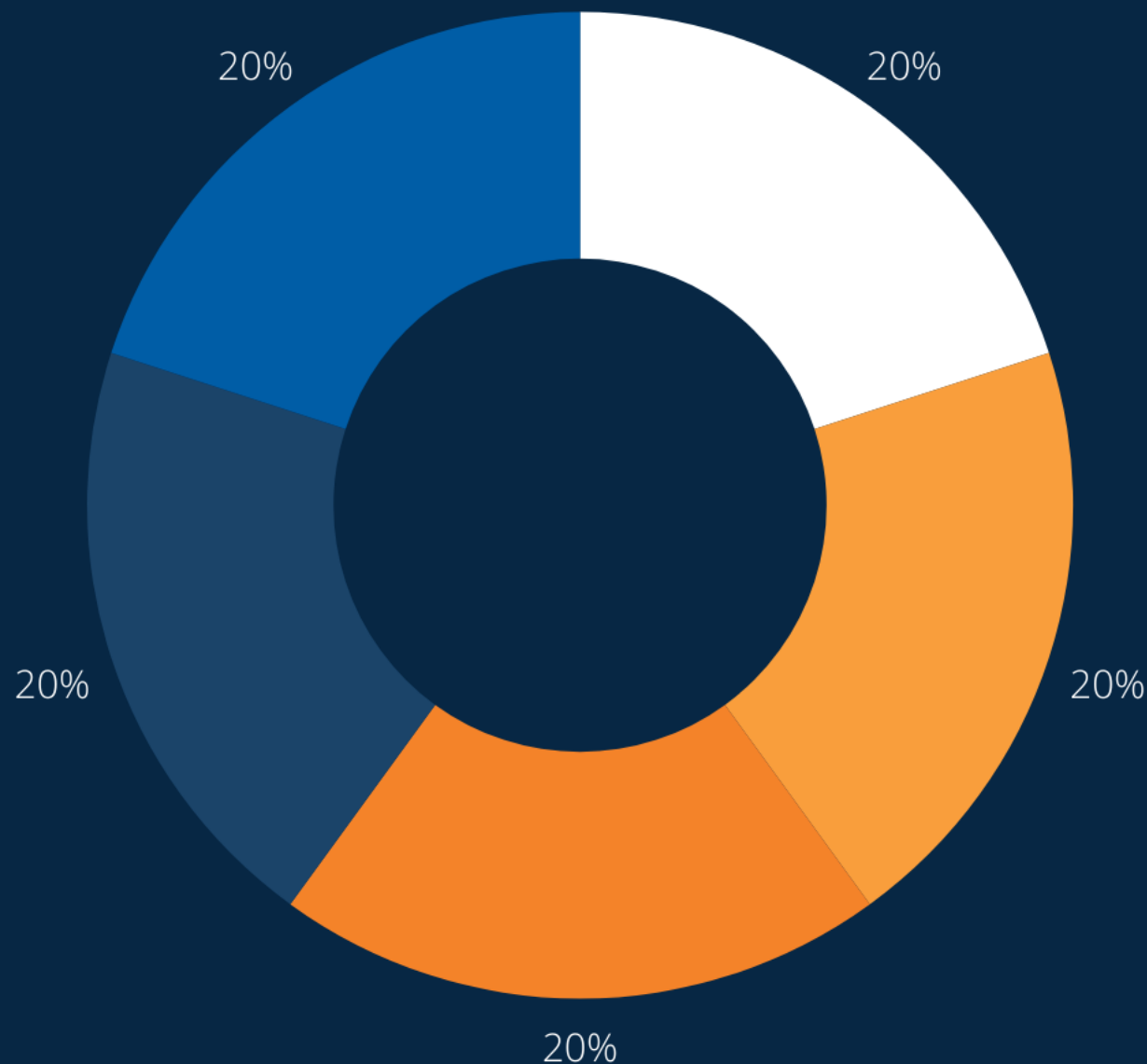
Any component of the property that is received in place of its original property that has been damaged, destroyed, lost, or stolen beyond repair.

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Things to Consider When Deciding

- Who truly benefits from a repair vs. a full replacement?
- Applicable code requirements
- Cost of out of pocket or covered by policy?
- Is it possible to make a repair?
- Is the cost of the repairs more than the value of it?



Things to Consider When Deciding

- Repair potentially compromise the structural integrity of the roof.
 - Ex. mismatched aesthetic would diminish the value of the property.
- Florida law favors the position of the insured through what is commonly referred to as the "Matching Statute."
 - Florida Statute Section 626.9744



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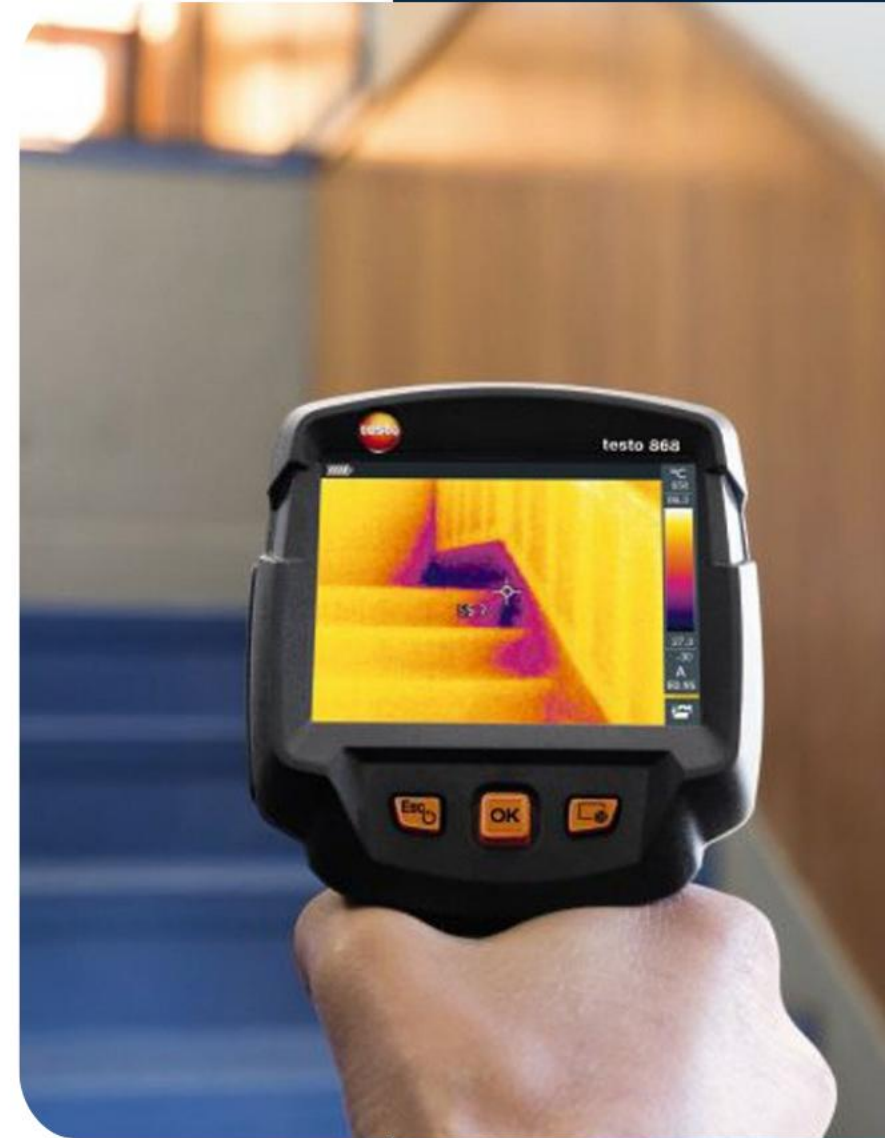
IICRC

Institute of Inspection Cleaning and Restoration Certification

- Tear out or dry out?
- That is the question!!
- How does mold form?



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Water Damage & Mold

- Signs of Moisture Intrusion:
 - Leaky foundations
 - Paint bubbling or peeling
- How does mold form?
 - Presence of moisture
- HVAC System:
 - Snowbirds

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What are the Steps to Handling Mold?

- Inspect Assessor
- Test Results
- Protocol
- Remediation
- Clearance!!!

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Common Sources of Water Damage

➤ HVAC Units

- A/C Overflow
- Blown Capacitor

➤ Severe Weather/Rainwater

➤ Appliances

- Leaks or water line break / deterioration
 - Ex. Hot water heaters, dishwasher, refrigerator, etc.

➤ Plumbing

- Cast iron drain lines
- Poly-pipe
- Shower pans
- Water heaters





Things to Consider When Deciding

- System Failure/Plumbing failure Hidden leaks (walls, slab foundation, sewer lines?) Find source of leak, temp repair or replacement of system.

Other Reasons For Failure

- Continued repairs vs. new system
- Lack of proactive maintenance such as failing to keep your sewer lines or septic tanks clear.
- There is excessive water pressure.
- Plumbing failure due to age.

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Your Next Steps Once An Issue Has Been Identified

- Discovering and documenting of any damages- Pictures, videos, moisture readings, thermals.
 - Determine hidden source of leaks or hidden damages
- What evidence shows the cause of the damage?
- What steps to mitigate are available?
 - Temp repairs, dry out, containment...
- Collateral evidence, Potential pitfalls and things to avoid.

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What Experts Can Assist?

Discovery of Damages/Cause of Loss: (FREE)

- Leak Detection
- Plumber
- Restoration Tech/Company
 - Thermal and Moisture Detection Inspection
 - Mitigation
 - Mold
- Public Adjuster
 - Thermal and Moisture Detection Inspection
 - Covered Loss by Policy or Out of Pocket
- Roofer
- General Contractor

*Be cautious of specialized contractors who might not find ALL damages. (Ex. Windows and Doors)

Recovering Funds From Insurance, Contractor,
OR Developer After Damages:

- Public Adjuster
- Attorney

***Beware of "Consultants"**

Repairing or Replacing After A Loss:

- Roofer
- General Contractor
- Restoration Company
- Plumber

(Temp Repair vs. Permanent- Who Decides?)



Do Public Adjusters Only Help Associations?

NO!

When in doubt call us out!

We help with Residential Claims, Commercial Properties, Communities, and even Unit Owners!

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Construction Defect

Lack of Maintenance or Covered Loss?

- Advantages & Disadvantages to Each Option
- Should you make repairs while determining how to proceed?
- Qualifying the right vendors to assist:
 - How do you determine which ones and who? What is their expertise in?

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Property Insurance Claim vs. Construction Defect

Advantages & Disadvantages of Each?

- Deductible vs. None
- RCV vs. ACV/Attempt to Repair
- Attorney Fees Paid vs. Out of Pocket
- Dispute Resolutions vs. Litigation
- Is It Possible To Have Both A Defect Plus An Insurance Claim?

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Proactive vs. Reactive

- Who Will Be Responsible???
- Property policy and By Laws
- What damages are covered perils in your community's policy?
- Has an expert reviewed it to breakdown coverage?
- Ordinance and Law- building code upgrades
- Construction Defect Statute of Limitations



Proactive vs. Reactive

Property:

- Get current condition inspections regularly by an expert who is knowledgeable in inspecting the envelope of the property
- Preventative Maintenance- Does the board have an action plan?
- Have vendors on standby
 - Are you vetting them?
- What does that process look like?
- What does the community have in their files proving there is no active damage today to prove the cause of loss?
 - "Pre-existing Condition"
 - Lack of Maintenance

Awareness is Key!





Can A Contractor Assist With My Claim?

Department of Financial Services Contractor Warning

SB 76 CHANGES FOR OUR INDUSTRY – EFFECTIVE JULY 1

- No ads that encourage, instruct, induce to contact a contractor to make a claim for roof damage;
- May not directly nor indirectly solicit nor offer to assist with claims for roof damage;
- May not offer anything of value in exchange for a roof inspection or to make a claim;
- Cannot interpret nor advise regarding coverages or duties under a policy;
- Cannot adjust a claim or perform PA services;
- Must have itemized, detailed good faith estimate costs and services if presenting an agreement for repairs;
- \$10,000 fine imposed by DFS and also DBPR per incident;
- Contracts for repair or replacement must include a notice

"A CONTRACTOR MAY NOT DIRECTLY OR INDIRECTLY ENGAGE IN THE PRACTICE OF OFFERING A RESIDENTIAL PROPERTY OWNER A REBATE, GIFT, GIFT CARD, CASH, COUPON, WAIVER OF ANY DEDUCTIBLE, OR ANY OTHER THING OF VALUE IN EXCHANGE FOR: 1. ALLOWING A CONTRACTOR TO CONDUCT AN INSPECTION OF THE RESIDENTIAL OWNER'S ROOF OR 2. MAKING AN INSURANCE CLAIM FOR DAMAGE TO THE RESIDENTIAL OWNER'S ROOF."



Industry Warning: Contractors

Public Adjuster License Needed To Assist With Claims

Sometimes contractors attempt to help victims of disasters by offering assistance with their insurance claim. If they do so they may illegally be engaging in the practice of public adjusting without being properly licensed by the Department of Financial Services.

The definition of a public adjuster, as explained in Section 626.854, Florida Statutes, is any person, except an attorney, who, for money or any other thing of value (which would include securing a contract for repairs):

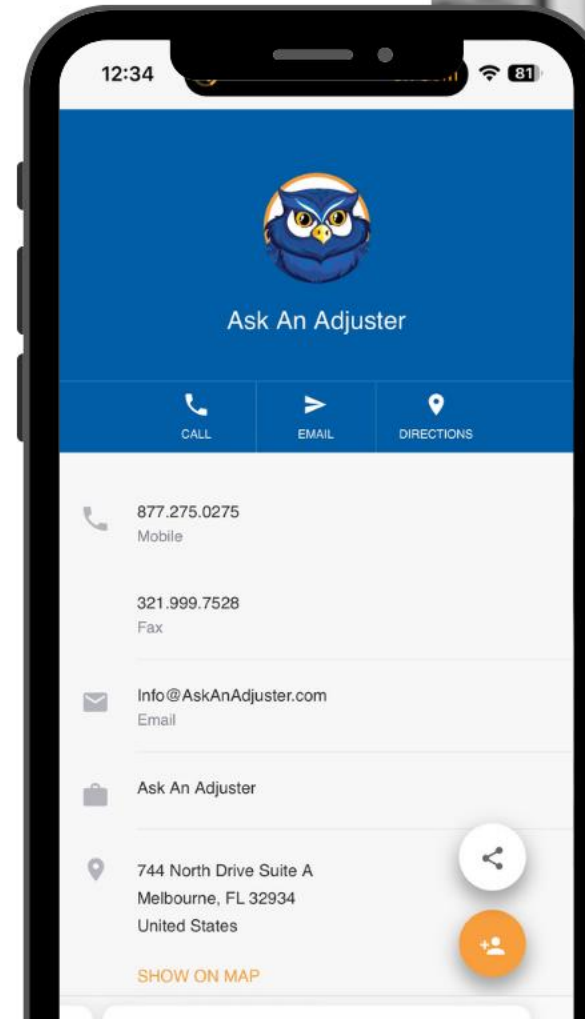


When In Doubt... Call Us Out!

- FREE Policy Review
- FREE Roof & Plumbing Inspection
- FREE Risk Assessment

**When is the last time you had your
community inspected by an expert?**

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Thank You!

Do You Have Any Quesitons?



Scan Here to Schedule Your
FREE CGC Inspection!



Scan Here to
Save Us In Your Phone!

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