

PRIMER FOR DEALING WITH HURRICANE RELATED CLAIMS

By Pete Breslin, Esq.

First of all, obtain a copy of your homeowner's policy and your flood policy and review those yourself to see what benefits are available under each. If you have excess coverage, look at that as well. Generally, the terms of the policy dictate the rights and responsibilities of both the insured (you) and the insurer.

The following suggestions are based on general terms but I cannot overemphasize the importance of reading and understanding the terms of the pertinent policy.

Keep a chronological log of all contacts and activities taken through the course of the claims handling process.

Always write nice letters to anybody that you are dealing with, thanking them for their assistance, but be direct and firm in pointing out their failure to respond and the difficulty that that is creating. Do not be too lengthy in your explanations because that just gives them more information that makes it harder for them to respond to your request.

Specifically request that they pay you a certain amount based upon your evaluation of the damage under your policy. This is called a "Proof of Loss." The insurance company does not have duty to pro-actively guess at what they owe you. The duty is to respond to your proof to them that they owe you something pursuant to the terms of their policy.

Many people misinterpret the adjuster coming out and saying they are going to help you to mean they are going to pay you. To the contrary, the duty is on you as the insured to tell them specifically what they owe you and why. At that point the burden shifts to the insurance company to pay you the undisputed amount within thirty (30) days. They cannot require that you settle for that amount but rather they have an affirmative duty under Louisiana law to submit a tender of those funds without requiring settlement. Obviously, there may be additional hidden damage which you discover at a later date, and if you have settled your claim, you may have lost the right to pursue your insurance carrier for further benefits. If however, an unconditional tender has been made, it does not end your right to proceed for the actual loss sustained.

Many people will get one estimate from the adjuster (hired by the insurance company whose job it is to protect the person that is paying them) and a different usually much higher estimate, from an independent contractor who is going to do the work. If that happens, I would suggest that you present the new estimate to your insurance carrier. Point out that you have not been able to find a contractor to fix it for what they have suggested and ask them to provide you a list of three reputable contractors who are ready, willing and able to do the work so that you can move on with your life. I submit that they will not be able to do so, at which time, you have set the table for them to have to pay you the actual amount of the repairs.

KEEP GOOD RECORDS OF YOUR EFFORTS.