

**NCJUA/NCIUA  
INDEPENDENT ADJUSTER  
INFORMATION**

**COVERAGE INFORMATION**

1. Coverage is placed in the FAIR Plan or Beach Plan when a policyholder has been unable to secure coverage in the voluntary market.
2. The FAIR Plan and Beach Plan write only standard Dwelling Fire or Commercial Property form policies. The Beach Plan also writes a Windstorm or Hail Only policy, which accompanies a standard company's policy for other property perils. The Beach Plan also writes Homeowners Forms for an owner occupied primary residence. Coverage may be Actual Cash Value or Replacement Cost. Beach Plan Commercial and Commercial Windstorm and Hail policies may be endorsed with Business Income Coverage. Policy forms are provided to each adjusting firm and should be reviewed thoroughly. Be sure to refer to Form DP3232 on the dwelling (DP) policies for North Carolina changes in the windstorm exclusions. (Examples of exclusions: fences, antennas, including satellite dishes, trees).

Both Plans also write a limited ACV Crime policy.

3. Check the declarations page copies for forms, deductibles, coverage limits, etc. Do not rely on the information on the Loss Notice. Be sure you have the abstract page for the correct policy period. Some policies will have a greater deductible or a percent based deductible on wind losses
4. We write scheduled policies, but the producer must provide a listing showing which locations are damaged. The deductible applies per location on dwelling policies, and each item damaged is set up as a separate claim. The Commercial "dollar" deductible applies per occurrence and all scheduled items are handled as one claim. The Commercial "%" deductible applies per scheduled item with the applicable deductible noted on the abstract of coverage for each covered item. Effective September 1, 2010 a Named Storm Deductible may be applicable to both Commercial and Personal Lines. Check the abstract of coverage to determine if a Named Storm Deductible is applicable to your risk.
5. Check policies for coinsurance and establish proper value. When coverage is primary, the excess coverage must be considered in evaluating coinsurance. Likewise, insurance-to-value information must be provided for Replacement Cost Coverage on Dwelling, Homeowners and Commercial Policies.
6. For a Condo Unit owner to have coverage for items normally considered building items; a separate amount of insurance for improvements and alterations must be shown on the policy, Form DP-1766. On HOA policies, check endorsements for "All in" (PF9701), "Original Specs" (PF9702) or "Bare Walls" (PF9703). A copy of the Homeowner Association Articles of Agreement and By-Laws must be submitted.
7. No personal property coverage is provided in Dwelling policies including Mobile homes unless a specific amount of insurance for personal property coverage is shown on the policy.

8. Rental Value and Additional Living Expense (coverage D&E) is not an automatic coverage under all Dwelling Forms. Refer to the policy for coverage details. The dwelling policy does provide an extension of coverage in the “Other Coverages” section. Coverage is limited to 10% of Coverage A (DP-0001 also has a monthly limit) and is applicable only if a rental loss has been sustained (coverage applies to ‘the rented portion’). Forms are available at [www.ncjua-nciua.org](http://www.ncjua-nciua.org) for you to give to the policyholder for documentation. Adjusters should not figure rental loss, but should request that the policyholder remit the form directly to us. Additional living expense, limited to 10% of Coverage A is provided on dwelling policies with replacement cost coverage. We do not want adjusters to figure ALE losses.

**No coverage is available due to pre-storm evacuation, and no coverage is available for condominium unit policies, unless endorsed.**

9. Remember - wind-driven rain and sand are not covered under the DP policies. There must be damage which results in an opening created by wind. This includes damage to the interior from rain blowing in around windows, as well as damage to air conditioning units situated outside with damage from sand or “doors being blown open”, unless there is actual damage to the door.

**Wind driven rain is no longer available on Commercial policies.**

Policies with the HW0003 form are “open perils” like the HO003 and would provide wind driven rain for the Building and WHD201 provides wind driven rain coverage on Dwelling Wind policies.

10. **MOLD.** DW Policies subject to form DP 32-32 (04/03) have a cap of \$5,000. It is very important that the insured is immediately advised of this limit for all damages claimed as a result of “Fungi, Wet or Dry Rot, or Bacteria”. Do not authorize any remediation without the insured’s written approval. Also limit recovery to \$5,000 for Homeowners’ form HO 3232 (04/03) and Homeowners Wind-Hail Only policies form WH 3232 (03/04). The limit on Commercial policies is \$15,000.
11. Most Beach Plan policies (claim numbers prefixed with ‘B’) have an exclusion for windstorm damage to exterior paint (DP 32 61). This excludes damage caused by ‘sandblasting’, flying debris, etc. Your estimates should not include painting or pressure washing exteriors. The Commercial endorsement which excludes this coverage is CP 01 77.
12. Food spoilage is not covered unless the power outage was caused by direct wind damage to property on the policyholder premises.
13. Coverage is provided for tree removal only if the tree falls on the dwelling or a covered structure. Coverage is provided only for removing the tree from the dwelling. No coverage is available for the value of the trees or the cost of cut up and removal. The Homeowners and Homeowners Wind allows for a max of \$500 for tree debris removal.

## SPECIAL INSTRUCTIONS

1. All adjusters handling FAIR Plan and Beach Plan losses must be an employee or independent contractor of a previously approved adjusting firm. Out of state adjusters must be registered with the Insurance Department. The Plan may have had unfavorable experiences with certain adjusters and reserve the right to ask adjusting firms not to assign work to those individuals.
2. Certain Producers have been given authority to assign claims to approved adjusters for the first week after the storm.
3. Repairs have been authorized to \$2500.00. If repairs have been made prior to your inspection we must be provided with copies of the repair bills. You may 'telephone adjust' these losses for a \$75.00 adjustment fee.
4. If possible, contact the policyholder within twenty-four hours after you receive the assignment or mail an acknowledgement of the assignment to the insured. Be sure you have complete access to the property, both interior and exterior, before you go to inspect.
5. You must contact the policyholder even if you meet with a Realtor, and you must discuss your settlement recommendations and secure a tentative agreement with the policyholder, explaining that all recommendations are subject to our approval. Exclusions and other pertinent policy provision should be explained, as should denials and "no claims".
6. If the policyholder is represented by a Public Adjuster, send us a copy of the contract immediately. If the policyholder is represented by an attorney, send us a letter of representation.
7. Try to service emergency hardship cases first, particularly policyholders whose primary residence was damaged. We will consider advance payments in hardship cases, but need a preliminary report with photos and a scope of damage with your request for advance payment.
8. Advise the policyholder regarding temporary repairs and other measures to prevent further damage. If claim is made for temporary repairs, include receipts for those expenditures with your report.
9. Please keep in contact with the policyholders and be sure they know how to get in touch with you. Leave your business card or name, firm name, and telephone number with the policyholder. Return all phone calls promptly!
10. Inspect all losses, over \$2500, exterior and interior. Scope of loss must be determined by the adjuster, not a contractor. Send a copy of your scope notes and measurements with your report.
11. If it is apparent that the damage is the result of both wind and flood, determine who the flood carrier is and report this to us right away. We are attempting to adhere to the single adjuster concept of handling combination losses. If you have been assigned our wind claim as well as the flood claim provide both wind and flood estimates in your report. If you are not handling the flood claim, you must still contact the flood adjuster. In these cases examine our policies General Exclusions (3) which states "water damage, meaning flood surface water, waves, etc.: such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss."

12. Your photos should accurately reflect the scope of the damage, if your claim includes roof damage or leaks, **WE MUST HAVE ON-THE- ROOF PHOTOS**. Photograph the entire roof, both damaged and undamaged portions. Your photos should be mounted and identified.
13. If the loss involves roof replacement, provide your rough diagram with measurements. Major roof repairs, including replacement on one slope, are subject to depreciation. If entire roof is not damaged, include only the damaged portion in your estimate. Depreciation should be applied item by item; not lump-sum. Explain the basis for your recommended depreciation. Note age, condition, etc. Labor, second story charges, and overhead and profit are part of the loss and subject to depreciation. Depreciation in excess of 50% can be applied if the age and condition of the item warrant it.
14. All depreciation should be separated in your report between recoverable and non-recoverable. Review policy forms for items on which depreciation is not recoverable.
15. Do not add sales tax as a separate item in your estimate.
16. All estimates that you provide to the policyholder should contain this language: This estimate is not an authorization for repairs. The hiring of a contractor is strictly the decision of the policyholder. The estimate will need final approval by NCJUA/NCIUA. No adjuster has authority to authorize repairs or guarantee payment.
17. Do not employ contractors, salvors, engineers, etc. without our approval. Advise us immediately if you feel an expert is needed. All approved expert fees should be submitted directly to us for payment. If you are working with the policyholder's contractor for an agreed price, or if you know who the contractor is, give us the name of the contractor.
18. Consider salvage values of damaged items in all instances and advise us if there are items with salvage value. We encourage taking a credit and leaving the salvage items with the policyholder. Salvage may not be removed from policyholder premises without our approval.
19. We do not need or want acknowledgment reports, but a full report must be submitted within thirty (30) days of assignment and status reports every thirty (30) days if claim cannot be closed with your first report. You may use your short forms for reporting claims to \$50,000. Include all contact information contact and inspection dates), and a chronology of all claims activity in your report.

A narrative report should be submitted on all claims \$50,000 or more. A diagram and Statement of Loss should be provided. If we have additional questions or ask you to make corrections, please respond promptly.

In a questionable situation please leave a blank Proof of Loss with the insured. This is in compliance with North Carolina Statute 58-3-40. (The Company must provide a blank Proof of Loss within 15 days of the loss).

20. If we send you correspondence, do not send a copy to the policyholder.
21. We want our policyholders to be treated fairly, but we must adhere to the indemnity concept of handling losses. On FAIR Plan losses, remember that for the most part, we are dealing with residual properties. Our policies are not reproduction policies; rather, replacement of damages less deduction for depreciation. Substitutes of equal utility value should be considered.

22. We reserve the right to assign a co-adjuster to our losses as we deem appropriate. We will make re-inspections of selected losses assigned to all adjusting firms to ensure quality adjustments.
23. Send only paper files/photos. No e-mailed reports will be accepted.

## **BILLING**

- a. Use our schedule. The schedule includes all charges except for photographs. Supplements should be billed on the basis of the difference in the fee schedule, unless we approve other billing arrangements.
- b. On obvious total losses, a Marshall & Swift or other valuation should be provided in lieu of a detailed estimate, and your billing should be based on the value. In no event should the billing basis exceed the policy limits for any structure.
- c. **Rental** losses should not be included in your billing.

## RENTAL LOSS INFORMATION FORM

[The Rental Loss Information](#) form is to be provided by Adjuster to Policyholders. Policyholder should read, complete and return with documentation directly to NCJUA/NCIUA Claims Department, P.O. Box 8009, Cary N.C. 27612.

1. NCJUA/NCIUA policies on commercial properties do not provide any coverage for rental loss or other loss of income. Business Income coverage must be endorsed. Look for CP 00 30 or CP 00-32.
2. Dwelling policies (Forms DP0001, WHD001) provide a limited amount of coverage for rental loss under the "Other Coverages" section of the policy. Coverage D as described in the policy forms is not provided. Coverage D requires an additional premium and NCJUA/NCIUA does not offer this coverage.
3. Coverage is available only if your property is normally rented during the affected period, but cannot be rented because of windstorm damage to your property. Coverage is available for the shortest time necessary to repair or replace windstorm-damaged property.
4. Under Forms DP 0001 and WHD 001, coverage is limited to a monthly limit of 1/12th of 10% of Coverage A (the coverage on your dwelling), and is not an additional amount of insurance. Under Forms DP 0002 and WH 3201, coverage is limited to 10% of Coverage A, but there is no monthly limit. Coverage under the DP0002 and WH3201 is in addition to the dwelling limit.
5. Proof or documentation of a rental loss, and the amount, must be provided. Send us copies of rental contracts, rental agency records, etc. If you did not have rentals booked during the period during which your property is being repaired, you must show, through records for the previous two years that your property is normally rented during the period involved.
6. Lost rental due to an evacuation prior to a storm is not covered by the policy.
7. A maximum of two weeks' lost rentals, subject to policy limitations described above, is available if the beaches are closed immediately following the storm because of damage in the area.

Complete and return this form to NCJUA/NCIUA, along with a copy of your rental records.

## LARGE LOSS / COMMERCIAL LOSS HANDLING

### **ADJUSTER DUTIES AND RESPONSIBILITIES**

Reopening of claims files **must be** authorized by NCJUA/NCIUA.

### **ADJUSTER QUALIFICATIONS:**

#### **Experience:**

Adjusters should be competent and experienced in the handling of large losses. A list of your General Adjusters should be submitted to our office.

#### **Licensing:**

Adjusters must obtain proper licensing that conforms to North Carolina Department of Insurance Regulations.

#### **Capabilities:**

The adjuster is **required** to prepare his/her own estimates independent of a contractor's estimate. The adjuster, **at all times**, must control and be responsible for the adjustment of the loss.

#### **Technological Requirements:**

Individual adjusters should be able to utilize automation in the preparation of all estimates.

#### **Reporting Requirements:**

**Initial** reporting - adjusters must submit the Large Loss Initial Report acknowledging receipt of assignment. The adjuster is required to use this form in reporting the initial reserve, and to submit within 24 hrs of inspection if the loss is \$100,000 and over.

#### **Status Report(s):**

In the event that the claim will not be finalized within thirty days of receipt the adjuster will need to provide status reports every fourteen days. They will need to provide any change in reserves, a written narrative outlining the adjuster activity, and any circumstances that are preventing the timely adjustment of a loss.

## Final Report:

The report must include:

- 1) A narrative report.
- 2) A detailed estimate. The estimate must contain line by line items including description, measurements, unit costs, replacement cost value, depreciation, and actual cash value. You will need to provide a summary by category of the entire estimate (re-cap by Trade Sheet). The policyholder is not required to obtain an estimate. If a contractor is involved you will need to forward a copy of their estimate with your report. No adjuster has authority to offer a compromise. We expect to see the estimate of damages that are covered under the policy and if a compromise is in order we will proceed from there. All estimates are **required** to have printed on them the following statement:

This estimate is not an authorization for repairs. The hiring of a contractor is strictly the decision of the policyholder. The estimate will need final approval by NCJUA/NCIUA. No adjuster has the authority to authorize repairs or guarantee payment. NCJUA/NCIUA does not waive but Reserves its Rights under the policy.
- 3) A photo of the front of the risk as well as the back is required on all losses. Photos of the roof are **required** on all roof claims. When there is interior damage, photos of the exterior damage must depict the opening in the roof or wall.
- 4) Photographs of the damage must be taken and sufficiently demonstrate the items being considered under the loss. These photos should be referenced as to location of damage at the risk and by reference to which item on the estimate these damages pertain to.
- 5) The interior should be photographed by taking an overall photo of the damaged room (s) which will show the lay out and the contents. This is followed by close up photos of the damaged area. Each photo should have a reference to the room represented; the floor the room is located on, and to which item on the estimate it pertains to.
- 6) Photographs must be referenced by location of damage and by room or unit number. This information should correspond to your estimate. Sufficient photos should be taken of the damage area including exterior damage to roofs, walls, and other structures, and interior damages. They should be properly labeled and dated and should track with your estimate. Where flooding is involved please provide photos depicting the flood lines.
- 7) The report must be in the following order:
  - a) Narrative pages
  - b) Estimates - both wind & flood, and contractor's
  - c) Scope notes
  - d) Photographs
  - e) Other supporting documentation
  - f) Copies of written correspondence to and from the policyholder
  - g) Letters of representation or public adjuster contracts
  - h) Adjuster billing and invoice.

8) Please do not submit duplicate copies of the estimate.

Once the final report is received an examiner will review the report for completeness, accuracy, as well as appropriate application of policy provisions, conditions, etc.

### **Supplemental Reports - Reopen Claims**

If contacted by the policyholder, the policyholder's representative, or producer with regard to additional damage not previously addressed, the adjuster must contact NCJUA/NCIUA immediately to obtain approval to reopen the claim. The adjuster will need to do so by fax identifying the areas of concerns and the potential reserve needed for this supplemental claim. The supplemental claim estimate should only reflect the additional damages.

If the original adjuster is unable to respond to the request for re-open then the adjuster should contact the supervisor of the adjusting firm for the original report. This information can also be obtained from NCJUA/NCIUA.

### **POLICYHOLDER CONTACT**

Upon receipt of assignment the policyholder should be contacted within a 24 hour period. The adjuster should contact the producer in the event there is difficulty establishing communication with the policyholder.

### **POLICYHOLDER REPRESENTATION**

If the policyholder has representation by an attorney, the adjuster must request a letter of representation, to be included in the next report to NCJUA/NCIUA. Unless permission is given in writing by the attorney for the policyholder, all communication must be through the attorney.

If the policyholder has representation by a public adjuster the adjuster must request a copy of the contract the public adjuster has with the policyholder and the license number or copy of the public adjuster's license. Unless permission is given in writing by the public adjuster, all communication must be through the public adjuster.

### **INSPECTION**

An [inspection report](#) of the damage should be made promptly, pictures taken and a determination made of the loss within the terms of the policy conditions and coverages, along with scope notes of the covered damages.

When there is doubt as to coverage, written questions, along with any details regarding the loss, should be submitted to NCJUA/NCIUA claims department for appropriate decisions and instructions for handling.

### **EXPERT SERVICES**

If the services of an expert are required, the adjuster must obtain written approval from NCJUA/NCIUA. This will obligate NCJUA/NCIUA for payment of services rendered. NCJUA/NCIUA will provide the name of the expert which is to be hired along with their telephone number. The adjuster will need to provide details as to why an expert is needed. The request for an expert can be faxed into the Association. If the need for an expert should arise, then the adjuster, if possible, should jointly inspect the damages with the expert.

The adjuster, **at all times**, must control and be responsible for the adjustment of the loss. When an expert is employed the adjuster will use this information in determining his scope of damage and estimate.

### **TEMPORARY REPAIRS.**

The adjuster shall determine what, if any, temporary repairs have been made. If temporary repairs have already been completed then you will need to obtain the receipt and a copy of the checks showing front and back. If temporary repairs have not been completed then you are required to advise the policyholder to protect the property from additional damage. The reasonable costs of temporary repairs that mitigate damage are a proper item of the claim. The adjuster should secure all invoices documenting temporary repairs, any bills to date, and attach them to the narrative report.

### **ADVANCED PAYMENTS**

The adjuster may request advance payments in order to protect the property from further damage. The adjuster must provide an itemized estimate along with photos documenting that the replacement is necessary to mitigate damage. The adjuster should always make it clear to the policyholder that NCJUA/NCIUA makes the final decisions on all advanced amounts. An advance payment agreement will be required.

### **CO-INSURANCE VERIFICATION**

The adjuster will be required to determine if the proper co-insurance requirement has been met. If co-insurance is not met the adjuster must figure what will allow a greater recovery for the policyholder, actual cash value, or the replacement cost adjusted by the co-insurance penalty. Always refer to the policy declaration form for the appropriate percentage that is to be utilized when determining co-insurance.

The adjuster must be sure to deduct non-covered items from the evaluations, such as exterior paint, foundations, etc.

### **REPLACEMENT COST DWELLING POLICY**

Policies with replacement cost coverage name certain items that are not subject to replacement cost.

Estimates for both replacement cost and commercial policies should be prepared identifying replacement cost value, recoverable and nonrecoverable depreciation, and actual cash value. The statement of loss of the summary page should also contain this information. Also if the risk does not meet coinsurance requirements the co-insurance penalty should be shown.

### **OVERHEAD AND PROFIT**

Consideration of allowing overhead and profit is recognized in the adjustment process when **three or more trades** will be involved in repair of the damaged property. Repairs that should not be included in overhead and profit calculations are roofing, electrical, carpeting and built in appliances. In the case where the policyholder is a general contractor and will oversee repairs to the property, the adjuster can only allow overhead on the estimate for repairs and must provide the general contractor license number. It is a violation of North Carolina state statutes for a policyholder to profit from a loss.

Identification of the general contractor is required and must be provided in the large loss report or in the narrative portion of the adjuster's report, if the policyholder has not chosen one in the beginning of the claim process. If the policyholder has not selected a general contractor then the adjuster must indicate this in his report and he is not entitled to overhead and profit.

Selection of a contractor is the sole privilege of the policyholder. **The adjuster must never select or employ an expert or general contractor on behalf of the policyholder.**

### **ADDITIONAL LIVING EXPENSE**

Additional living expense is based on additional expense due to damage. Upon repair of the covered damage the additional living expense would cease.

The first step in determining additional living expense is determining normal, everyday living expense of the policyholder. This must be accomplished immediately with the policyholder during the initial meeting. The adjuster should give one additional copy of the [Additional Living Expense worksheet](#) to the policyholder. The adjuster must complete the additional living expense worksheet under normal expense. Attention must be given when identifying normal expense such as the normal grocery expense. The policyholder should be encouraged to acquire accommodations with cooking facilities. Upon obtaining quarters with cooking facilities the allowance for food will be discontinued. This form must be signed by the policyholder prior to presenting to NCJUA/NCIUA with your recommendations.

Please make the policyholder aware that it is the policyholder's responsibility to present detailed itemization for each category of expenditures claimed and that the supporting receipts must be attached accordingly. It is the intent of NCJUA/NCIUA that policyholders be reimbursement promptly for all **reasonable expenses** that are afforded under this coverage.

### **LOSS OF RENTS**

This coverage is provided on dwelling policies where Coverage A is provided and the property is held for rent. The risk must be uninhabitable as a result of damage from a covered peril.

The adjuster will give the policyholder the loss of rent form and he/she is to submit this directly to NCJUA/NCIUA. This information is not a part of the claims settlement.

Consideration for loss of rents will be only for the time that it would take to repair or replace the damaged property.

It is possible that the deductible will be absorbed within the excess of the loss of rent's portion of the claim.

## **PROOF OF LOSS**

A blank Proof of Loss form must be provided to the policyholder immediately by certified mail or, if in person, you should get a receipt. We must see your report and recommendations prior to you're completing a Proof of Loss for the policyholder. A Replacement Cost Proof of Loss is required when necessary. General Releases may be requested on the following:

- 1) Coverage disputes
- 2) Contested damages
- 3) Questionable Claims
- 4) Supplemental claims
- 5) Subrogation potential
- 6) Upon request by NCIUA/NCJUA.

## **CHECK MAILING INSTRUCTIONS**

The adjuster should clearly indicate in the report any special instructions for mailing the policyholder's check, such as address changes, etc.

## **DENIAL/NO CLAIM**

If upon inspection the adjuster concludes that there will be no recovery under the policy, then he/she is to advise the policyholder or their representative and submit the final report to NCJUA/NCIUA for a formal denial. If there is a non-covered item then the adjuster should verbally advise the policyholders.

The adjuster must be familiar with coverages, extensions, exclusions and limitations of the policy and endorsements. The adjuster must provide in a narrative format the basis for any denial that includes a reference to the policy sections that the denial is being based upon.

If the covered loss is below the deductible, the adjuster must present the estimate with the final reports so that NCJUA/NCIUA can respond appropriately.

## **DEPRECIATION CONSIDERATION**

Depreciation should be considered based on the age of the item and the condition. It is up to the adjuster to **use good judgment** when determining depreciation amounts. Depreciation should be applied on a per-item basis.

## **SALES TAX CONSIDERATION**

The adjuster must consider sales tax in the adjustment of all losses. The adjuster should include sales tax consideration on materials **within** the unit pricing, not as a separate item added to the estimate.

## **SALVAGE**

Consideration should be given to all salvage.

No adjuster should personally handle the disposition of salvage unless specifically instructed to do so by NCJUA/NCIUUA. This information will be provided to the adjuster in writing.

Where small dollar amounts are involved, the policyholder may retain the salvage if appropriate credit is given to the adjustment. When the policyholder retains the salvage a written narrative must be provided either within the estimate or the narrative portion of the final report.

When a salvage company is needed this must be obtained in writing and submitted to NCJUA/NCIUUA for consideration. You will be advised the name of the salvor along with their telephone number.

Checks for the proceeds of the salvage must be made payable to NCJUA/NCIUUA. The salvor should be instructed to include the claim number on all checks and correspondence.

## **SUBROGATION**

The adjuster must notify NCJUA/NCIUUA immediately if there is a potential for subrogation. NCJUA/NCIUUA will instruct the adjuster on what is needed to protect the Association subrogation rights. Any loss with subrogation potential requires a Proof of Loss and Subrogation Receipt to be taken.

## **SERVICE BILLS**

The billing will be based on the [Catastrophe Expense Reimbursement Schedule](#). The total loss will be at the replacement cost value but not to exceed the policy limits. This will not include billing on loss of rents claims, which will be handled directly by NCJUA/NCIUUA.

## **RE-INSPECTIONS**

NCJUA/NCIUUA reserves its rights to make re-inspections any time during the loss adjustment and holdback period. This will be done either by a qualified representative or an expert.

We will be looking at the adjuster's:

1. Coverage of damages as compared to the policy
2. Repairs completed per adjuster's estimate
3. Other areas of concern

## **LIABILITY OF ADJUSTING FIRMS**

If at any time the adjusting firm's adjuster waives NCJUA/NCIUA rights under the policy, then the adjusting firm could be held liable for that portion of the loss that is in dispute.

Examples:

1. Not covered under the policy.
2. Authorization of repairs
3. Agreement with a contractor without the NCJUA/NCIUA's approval
4. Other issues that arise.

NCJUA/NCIUA will address any issues that arise. However, ultimately the adjusting firm will be held responsible for their adjusters.

**\*PLEASE VERIFY THAT THE MORTGAGEE NAMED ON THE COVERAGE ABSTRACT IS IN\*  
FACT THE CURRENT MORTGAGEE**