



Insurance Claim Payment & Representation Authorization
Phoenix Restorations and Construction Solutions LLC
10334 Vista Meadow Way, Lanham, MD 20706
Phone: (301) 450-9487 | MHIC #164678

PARTIES

Homeowner(s):

Name(s): _____

Property Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

Insurance Carrier: _____

Claim Number: _____

Mortgage Company/Lender: _____

Loan Number: _____

Contractor:

Phoenix Restorations and Construction Solutions LLC ("Contractor")

PURPOSE

This Agreement authorizes Contractor to:

Receive direct check payments from the insurance company and/or mortgage company for all claim-related proceeds.

Communicate directly with all parties (insurance, mortgage, legal, engineering) regarding the claim.

Act as the Homeowner's representative for all payment handling and claim communications.

Ensure compliance with Maryland law, MHIC regulations, and mortgage loss payee provisions.

DIRECTION OF PAYMENT – INSURANCE COMPANY

Homeowner(s) authorize and instruct their insurance carrier to:
Issue all claim-related payments by check payable to:

Phoenix Restorations and Construction Solutions LLC
and, if required by policy, the Mortgage Company as a co-payee.

Send all checks via trackable delivery service (FedEx, UPS, USPS Priority/Express) with tracking numbers provided to both Homeowner and Contractor.

Recognize Contractor as an authorized contact for payment status, claim documents, and tracking details.

Include Contractor's name as a payee on all supplemental or depreciation checks.

DIRECTION OF PAYMENT – MORTGAGE COMPANY

Homeowner(s) authorize and instruct their mortgage company to:
Endorse all claim checks upon receipt and either:

Release the endorsed check directly to Contractor, OR

Deposit into loss draft account and disburse funds directly to Contractor per draw schedule.

Accept this Agreement as a standing Direction of Pay for all current and future claim disbursements related to this loss.

Allow Contractor to submit documents, coordinate inspections, and receive payment status updates directly from the loss draft department.

Send all disbursements via trackable delivery service with tracking shared with Contractor.

ASSIGNMENT OF INSURANCE PROCEEDS

To the fullest extent permitted by Maryland law and the insurance policy, Homeowner(s) assign to Contractor all rights to insurance proceeds for work performed under the signed contract, including supplemental claims, depreciation/holdback, and any additional damage approvals.

REPRESENTATION AUTHORIZATION

Homeowner(s) authorize Contractor and its representatives to:
Communicate directly with the insurance carrier, adjusters, engineers, mortgage company representatives, and attorneys regarding this claim.

Request and receive past/current scopes of loss, estimates, claim documents, and correspondence.

Submit supporting documentation (photos, videos, reports, invoices, supplemental requests).

Engage in discussions to support, supplement, or dispute claim findings.

Receive all claim-related updates directly from insurers or lenders.

TRUST FUND DECLARATION (Maryland Real Property Code §9-201)

Homeowner(s) acknowledge that all insurance claim funds are trust funds held for payment of the Contractor for labor, services, and materials related to this project. Any misappropriation of these funds for purposes other than paying for the repairs described constitutes a violation of Maryland trust fund law and may result in civil and criminal liability.

HOMEOWNER COOPERATION & NON-REVOCATION

Homeowner(s) agree to promptly forward any checks, claim documents, or correspondence received to Contractor.

This Agreement survives cancellation of the main work contract unless the Contractor has been paid in full for all work performed and materials provided.

Homeowner(s) may not revoke this Direction of Pay or Assignment without the Contractor's written consent once work has commenced.

SCOPE OF WORK COMMITMENT

The parties acknowledge the insurance scope may not be finalized at signing. Contractor agrees to complete all work in accordance with the approved insurance scope unless otherwise agreed in writing and will furnish the approved scope to the mortgage company upon receipt.

SUPPLEMENTAL CLAIM PAYMENTS

This Agreement applies to all claim payments related to the above loss, including:
Initial claim checks

Depreciation/holdback releases

Supplemental claim payments for additional damage or repairs

Any additional payments resulting from disputes, appraisals, or legal action

MHIC DISCLOSURE & RIGHT TO CANCEL (Required by Maryland Law)

Contractor's MHIC License Number: 164678

Notice of Cancellation: You may cancel this Agreement at any time before midnight of the third business day after signing without penalty. Cancellation must be in writing and delivered to Contractor at the address listed above. This right to cancel does not affect the Contractor's rights to payment for work performed or materials provided prior to cancellation.

ACKNOWLEDGMENTS

Homeowner(s):

I/we have read and understand this Agreement and authorize the payment directions, assignment, representation, and trust fund obligations as described.

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____

Contractor Representative:

Name: _____

Title: _____

Signature: _____

Date: _____