{date}

**VIA U.S. MAIL, EMAIL AND FACSMILE**

**ADJUSTER:**

**INS. CO.: {carrier}**

**Attention: Claims Department**

**CLAIM # {claim}**

**Insured: {insured}**

**Address: {address}**

**Policy Number: {policy\_number}**

**D.O.L.: {date\_of\_loss}**

**Damage due to: {loss\_cause}**

We are in receipt of your letter dated **[INSERT DATE OF LETTER]** wherein you discuss the carrier's right to repair and disagree with your scope of repairs and with the report provided by **{carrier}** your third-party vendor with whom you do a significant amount of business. **I** firmly believe that the estimate that our office provided is a more fair and accurate assessment of the damages and provides a more thorough and complete scope of repairs for the damages sustained as a result of the loss to bring the home to its pre-loss condition.

At this time, if **{carrier}** would like to commence repairs at the Insureds' home through **[INSERT NAME INSURANCE CO. VENDOR]** rather than allowing the Insureds to select their own contractor, the Insureds are requesting that **{carrier}** comply with the following requests in order to commence work:

1. That **{carrier}** contractors and subcontractors chosen by That **{carrier}** will permit the video recording with audio of the repairs being performed as they relate to the Insured's home.
2. That **{carrier}** will provide the name, address and picture of valid state ID for all contractors, subcontractors, representatives, adjusters, appraisers or experts working on premises as it relates to the Insured's home.
3. That **{carrier}** perform and provide, prior to the date of repair, a background check including but not limited to criminal history, sex offender status (as the Insureds have young children) for all contractors, subcontractors, representatives, adjusters, appraisers or experts as it relates to the Insureds' home.
4. That **{carrier}** agrees to accept full responsibility, defend, indemnify, and hold harmless the Insureds for any and all accidents, damages, injuries, to any person/persons, animal/animals, to property/properties as a result of work performed or actions taken directly or indirectly by any and all contractors, subcontractors, representatives, adjusters, appraisers or experts as it relates to the Insureds' home.
5. That **{carrier}** selected vendor, **[INSERT NAME OF INSURANCE CO. VENDOR]** provide proof of CGL and Worker's Compensation insurance naming the Insureds as additional insureds in the CGL and Worker's Compensation policies and present same to this office prior to the commencement of any work.
6. That **{carrier}** will assure that all work is performed in a workmanlike manner, will warrant all work performed and agrees to pay for all damages and repairs that may exceed applicable coverage limits due to the actions of its contractors, subcontractors, representatives, adjusters, appraisers or experts.
7. That **{carrier}** will assure that all state, county, city, and municipal codes are complied with and that all permits are obtained prior to commencement and properly closed out at the completion of all work.
8. That **{carrier}** accepts FULL responsibility for obtaining and signing Notice of Commencement.
9. That **{carrier}** is liable for and must resolve all contractors or subcontractors liens which may be placed on the property as a result of the work in issue.
10. That **{carrier}** agrees to dispose of any and all construction material and or debris as a result of the repair as dictated by municipal and state codes and will be solely responsible for any costs fees associated with these actions. The Homeowner's Association has strict rules regarding such activity and this must be strictly adhered to avoid any fines assessed to the Insureds. If any fines are assessed to the Insureds by the Homeowner's Association as a result of the work being performed, That **{carrier}** shall be responsible for such fines.
11. That **{carrier}** must have a qualified representative to monitor the activity of all contractors, subcontractors, representatives, adjusters, appraisers or experts during the entire repair and cleanup process and ensure security of the property while repairs are completed.
12. That **{carrier}** will provide the hours in which all contractors, subcontractors, representatives, adjusters, appraisers or experts will arrive and depart from the premises as it relates to the repairs in issue.
13. That **{carrier}** will provide temporary toilet(s) and toiletries for all contractors, subcontractors, representatives, adjusters, appraisers or experts working on the premises as it relates to this repair. Such personnel will not be permitted to use the facilities of the Insureds' home.
14. That **{carrier}** will arrange for the safe and secure removal, storage and return of the Insureds' personal property and will provide security of same throughout the repairs in issue.

Once that **{carrier}** is prepared to comply with all of the above requirements, we will be happy to set up a meeting at the Insureds' home with the carrier's selected contractor to discuss repairs.

We are willing to comply with the policy terms and conditions of the Insurer's right to repair; however, should the repairs be inadequate or under scoped to bring the home to its pre-loss condition, the Insureds will seek any and all remedies available under the law. We are also once again requesting immediate payment for damages sustained to the Insureds' personal property and for ALE under Coverage D of the policy.

Should you have any questions, comments or concerns with regard to the claim, please do not hesitate to contact me directly at the office, via email or on my cell phone at any time.

Yours very truly,

Joshua Solomon, P.A.,

Lisc. # W106037

Office: (305) 417-9770