

“Disinterested” Appraiser Means One With No Pecuniary Interest in the Outcome of the Appraisal Award

By [Chip Merlin](#) on February 14, 2020

Those appraisers being hired on a contingency fee may want to read a recent case indicating that you cannot do so where the policy requires a “disinterested” appraiser.¹ While the case discussion noted the difference between an “independent” appraiser and a “disinterested” appraiser, the trend in Florida cases is clearly moving towards no appraisers being previously retained as public adjusters or those hired on a contingent basis.

The case holding is clear:

[W]e conclude that “disinterested” is unambiguous, and its plain meaning excludes those with a pecuniary interest in the outcome. Consequently, Crispin’s selected appraiser, who was entitled to a ten percent contingency fee of any proceeds received in the disputed claim, cannot serve as her appraiser pursuant to the parties’ bargained-for agreement.

I suggest those involved with appraisals in Florida read, [Florida Public Adjusters Appointing Themselves As Appraisers May Be History](#), and [The Policyholder’s Public Adjuster Cannot Be the Policyholder’s Appraiser](#), as well as the instant case. There is somewhat of a different view between the Florida appellate courts, but one can no longer say that Florida is a state where public adjusters can self-appoint themselves as appraisers or be retained as an appraiser on a contingent fee.

Public adjusters should be careful about contracts that indicate to their clients they will “appraise” the damages for a contingent fee or that the fee contract contemplates the public adjuster pay for the cost of an “appraisal” versus determining the value of the claims and presentation of it. You may end up paying others to do what you promised to pay for. Many Florida public adjusters have used this in their sales and marketing efforts.

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