

## A Response from Dave Deblander (owner of Pro Restoration) to my response to his Op-ed in Pensacola News Journal. [“Assignment of Benefits—David & Goliath!”](#)

First of all Scott, thank you for allowing me to respond. Second, let it be known that it is very infrequently that I sue an insurance company. When we do it is an egregious situation and, as a matter of fact, it has been over a year since my company has filed a lawsuit. Pro Clean has been the 3 time winner of the Better Business Award Marketplace Ethics Award and we are charter members of the Pensacola News Journal’s Business Best of the Bay Hall of Fame. I am on the board of the local Better Business Bureau. We work with many fine insurance companies as an independent and as a preferred vendor and our relationships with them are mutually beneficial and the homeowner gets great service.

To address a few of the points in your article about me. I would like to respond to them all for my and your time’s sake, I’ll address these points.

1. The AOB takes away the homeowner’s rights. You quote from my company’s AOB language where it says...”I waive my privacy rights.” I admit that sounds scary but he omitted the phrase just prior to that. The whole statement says, “**In this regard**, I waive my privacy rights.” The “in this regard” refers to the prior sentence which allows Pro Clean to talk to the insurance carrier. That’s all. Without that we cannot talk to the insurance carrier about the claim.
2. And regarding a Charles Snellgrove who said that because of the AOB he could not talk to his insurance carrier, I have never heard that happening in my 29 years of business. The waiving of the privacy rights only means that the policyholder will not exclusively be able to talk to the insurance carrier. They still can and the contractor can now also. I have no idea why Mr. Snellgrove could not talk to his insurance company, I never heard of that in 29 years.
3. Mr. Snellgrove also said that I was insulting his intelligence when I said that the contractor can talk to the insurance company with more knowledge than the homeowner. I admit my stating it the way I did may have been bad wording but what I meant was concerning the science of the dryout. As contractors, we know the percentages that indicate a dry substance utilizing our moisture meters. We scientifically know how many air movers and dehumidifiers to place in a room due to IICRC standards (water vapor particles per cubic feet. The homeowner doesn’t know this.) The homeowner does not know these facts and many other factors involved in doing what we do to dry a structure and make an invoice. We use Xactimate to send our bills to the carriers and the homeowners do not know that system. I admit guilt to saying that the way I did as being a very poor choice of wording, as my wife later on pointed out to me.
4. Are there crooks in our industry and within the public adjusters that scam people and use the AOB and the “one way” attorney fees? Of course there are, the question is how many are there and is the good of the AOB out way the harm done by the shysters.
5. The good of the AOB is this, and this is why my company uses them is because of an insurance carrier shorting us on our bill or taking over 90 days to pay us. I will use our latest case as an example. This loss occurred about two years ago and our bill was \$6500. The carrier was Citizens and after not being paid for ten months, we were very patient on this one, an attorney for Citizens called me and said we will give you \$3800. I asked why I could not talk to an adjuster but she said Citizens had hired her to offer \$3800, take it or leave it. **If we did not have an AOB I would have to accept the \$3800 and bill the home owner the balance of \$2700. Why should**

**the homeowner have to come up with \$2700 out of their own pocket because Citizens was doing business in bad faith?** The AOB protected the homeowner, we hired an attorney and Citizens ended up paying \$13,000 because they had to pay our attorney. Citizens will then go and use this as an example of how, as they characterize it, they had to pay \$13,000 for a \$3800 bill, and they would say, "See how these contractors are abusing the system."

As to not make this too lengthy, the case I just described is why contractors want and need AOB's. This short paying along with not paying within 90 days is the reason for thousands of lawsuits and it protects the homeowner from being sued by the contractor because the insurer did not pay the bill in good faith. It also protects the homeowner from having a lien put on their home. That is very important and ought to be a major consideration in this whole argument.

- 6. Addressing the 10% cancellation fee my company charges. When a customer signs a contract to have us do the reconstruction, we then spend lots of time and money putting an estimate together. We also have to do it using our Xactimate system, which is not something a regular contractor can use but the insurance carriers require it. We also work very hard to get all the legitimate costs and repairs done for the homeowner. We are working for them. There have been a few too many cases where the homeowner had no intention to use our company and just used us to get a free estimate. Not only are we out of all that time and money but the contract calls for 10% overhead to cover the cost of the estimate and not only do we not get paid but the homeowner ends us getting the cost of the estimate in the 10% overhead payment. They get paid for all the work we did! That is why we charge up to the 10% if they don't use us, although we have never charged anyone over \$250 for this. We need a signed contract to move forward and if they choose to use someone else, we merely charge them the \$250. Prior to that protection, we had been abused far too many times. Also, referring back to Mr. Snellgrove's comment that his intelligence was insulted by me, any homeowner ought to read the one page contract thoroughly and if they don't like the 10% fee if they don't use us, don't sign the contract. Additionally, this has probably prevented some unscrupulous homeowners who had no intention to use us and just to get a free estimate, from signing the contract. It definitely protects us and it is plain as day to see. Mr. Johnson continually painted the picture that everything we did was because we are crooks. I hope you can see that there are sound business principles behind each one.**
  
- 7. I'd love to respond to more comments to my article, such as why I called the Florida Chamber of Commerce the lapdog for the insurance carriers. I did because they are heavily contributed to by the insurance industry, they have a reputation for siding with big business and, as far as I know, they have never reached out to the restoration industry to get our view of the AOB situation.**

**Thanks again Scott, I truly believe that level-headed, honest, dedicated people could figure this out but this is the political world so who knows what might take place or if the consumer will be helped or harmed.**

**##end##**