



Terms and Conditions for Claims.Coach

Welcome to Claims.Coach, a digital platform operated by Claims Northwest LLC (doing business as Claims Coach). These Terms and Conditions (“Terms”) govern your access to and use of our website, coaching resources, valuation data, and professional services.

By accessing our website or engaging our services, you agree to be bound by these Terms. Please read them carefully.

1. Our Role and the Unauthorized Practice of Public Adjusting (UPPA)

It is crucial to understand the distinct legal boundaries between coaching, appraising, and public adjusting.

* *Coaching & Appraisal Services*: Unless you have explicitly signed our Public Adjuster Agreement, Claims.coach provides factual data, process guidance, educational resources, and independent loss valuation. In these capacities, we are not acting as public adjusters or attorneys. We will not negotiate with the insurance company on your behalf, interpret policy coverage, or make decisions for you.

* *No Guarantee of Outcome*: When providing coaching or Diminished Value (DV) reports, no guarantee of outcome is made, and you are solely responsible for your own negotiation and recovery.

2. Specific Service Agreements

Depending on the services you select, the following terms apply:

A. Diminished Value (DV) Report Engagement

* *Scope*: We will conduct an independent diminished value analysis and provide a written expert opinion report.

* *Fees*: The professional fee for a DV report is \$797.00 USD, payable prior to the commencement of work.

* *Refunds*: Fees are earned upon commencement; no refunds are provided once work begins.

* *Additional Services*: Expert testimony or court appearances require separate written authorization and are billed at \$295/hour plus expenses.



B. Appraisal Clause Representation

* *Scope*: If you invoke the Appraisal Clause in your insurance policy to resolve a valuation dispute, we will conduct an independent market valuation, act as your designated appraiser, communicate with the opposing appraiser/umpire, and prepare the final award.

* *Fees*: The standard rate is \$697.00 USD, required in full prior to commencement.

* *Guaranteed Result Policy*: We offer a performance-based guarantee. We guarantee an increase in settlement or vehicle valuation equal to at least 200% of the fee paid (measured from the insurer's last pre-appraisal offer). If the increase is less than 200%, you will receive a pro-rated refund capped at the total amount paid. This guarantee is void if you withhold or misrepresent material information about your vehicle.

* *Withdrawal*: If you withdraw from the process after work has commenced, 50% of the fee is non-refundable, and any remaining refund is subject to the Guaranteed Result Policy.

C. Public Adjuster Services

* *Scope*: If formally engaged as your licensed Public Adjuster, we will investigate, prepare, negotiate, and assist in the settlement of your auto claim.

* *Fees*: We charge a contingency fee of 12% of all gross recovery related to the loss. Additional consulting, appraisal, or umpire services are billed at \$295 per hour.

3. Client Cooperation and Accuracy

For us to provide accurate services, you agree to provide complete, truthful information, including service records, vehicle photos, the Vehicle Identification Number (VIN), mileage, and full disclosure of any prior claims or damages. Failure to provide accurate information may void any guarantees and limit our ability to perform our duties.

4. Cancellation and Cooling-Off Period

Under the FTC's Cooling-Off Rule, consumers have a three-day right to cancel certain sales, which may include our instructional or training courses. If applicable, you may request a cancellation and refund within this period, provided work has not already been completed.

5. Data Privacy and Security

Your privacy is a top priority. Because we handle Nonpublic Personal Information (NPI) and Vehicle Identification Numbers (VINs), our data practices comply with the Gramm-Leach-Bliley Act (GLBA) and the California Privacy Rights Act (CPRA).

* *Data Sharing*: We maintain strict confidentiality and will only disclose information as necessary to complete your appraisal or as required by law.

* *Automated Decision-Making*: If Claims.coach utilizes Automated Decision-Making Technology (ADMT) to generate valuation estimates, you have the right to receive a pre-use notice and may opt out in favor of a human-led decision process.

* Please review our full *Privacy Policy* for details on how to exercise your rights to access, delete, or limit the use of your sensitive personal information.



6. Intellectual Property

Claims.coach retains all ownership rights to its content, website code, educational videos, and proprietary valuation algorithms. We grant you a limited, non-exclusive, revocable license to use our materials solely for your personal, non-commercial use in resolving your claim. Our strategic negotiation coaching videos and guidance are strictly confidential and may not be shared.

7. Limitation of Liability

To the maximum extent permitted by law, Claims.coach disclaims all implied warranties, including warranties of merchantability or fitness for a particular purpose. We shall have no monetary liability for indirect, consequential, special, or punitive damages (such as lost profits). Our maximum financial liability to you for any claim arising out of our services shall be strictly limited to the total compensation actually paid by you to Claims.coach over the preceding 12-month period.

8. Indemnification

You agree to indemnify and hold harmless Claims Northwest LLC (Claims.coach), its employees, and independent contractors from and against any damages, liabilities, losses, or expenses (including attorneys' fees) arising from your misuse of our services, misrepresentation of facts, or any unauthorized use of our appraisal reports or coaching materials.

9. Dispute Resolution and Governing Law

* Governing Law: These Terms and any agreements shall be governed by the laws of the State of Washington.

* Mediation & Arbitration: To manage dispute resolution efficiently, any dispute arising under this Agreement must first be submitted to mediation in Snohomish County, Washington. If unresolved, the dispute shall be settled by binding arbitration, and you agree to waive any right to a jury trial or to participate in a class-action lawsuit.

10. Electronic Execution

By using our platform, submitting online forms, or confirming via email/text, you agree that your electronic signature is legally binding and enforceable under the Washington Uniform Electronic Transactions Act.