



TERMS AND CONDITIONS NOTICE REGARDING INSURANCE TRACING REQUESTS

FEES & BILLING

OUR TERMS OF BUSINESS are net fifteen (15) days, unless prior arrangements have been made. The fifteen (15) days begins from the date your office receives the faxed report and invoice from us. Invoices not paid within twenty (20) days are subject to a ten dollar (\$10) per day penalty, with no ceiling on the number of penalty days. Invoices not paid within ninety (90) days will result in collections actions and the pursuit of legal remedies that may be available.

FEES QUOTED on the Fee Schedule are per policy researched and will apply where a policy or a Self Insurer fails to provide coverage, for any reason (i.e. policy exclusions); unless the reported policy or Self Insurance was not in effect on the date of loss.

EXCEPTIONS TO THE SET FEES may apply in cases involving lengthy research due to the age of the case. In these situations we will clearly outline any additional charges that will apply and will seek your approval in writing prior to our commencing the work.

IN SITUATIONS WHERE INCOMPLETE OR INACCURATE information has been provided to our office at the commencement of the trace, we will do our best to notify you of any additional fees that may become applicable as a result.

FOR CASES 10 YEARS or older, contact our office for a quote PRIOR to submitting your request.

SHOULD WE OBTAIN ONLY PART OF THE INFORMATION REQUESTED, you will be invoiced only for that portion of the request. (i.e. Your request to us is to identify the insurer, policy number and policy limits. However, if we are only able to identify the insurer, you will only be invoiced for the portion of information provided.)

ALL RUSH cases are placed ahead of all NON RUSH cases, however, the RUSH fee is waived when the requested information is not obtained or if the investigation has taken in excess of ten (10) business days. The RUSH fee is charged per Defendant (i.e. A request is received on one case seeking insurance details on three Defendants, the invoice will indicate the Rush fee three (3) times.)

TERMINATION of a submitted request will result in a \$100 Termination fee. Terminations or any changes to the initial Request Form must be faxed to our office immediately. Verbal requests cannot be accepted.

TO AVOID BEING INVOICED for policies already known to exist, please indicate the policy information on the Request form when submitting your request. We have no way of knowing what policy(s), if any, you are aware of, unless they are made known to us at the time of your request submission. Policies noted on police reports are not considered valid policies, so we do not interpret them as known policies unless you specifically advise us that they are valid.

DISPUTES OF FEES must be brought to our attention within ninety (30) days from the date of invoice or they shall be deemed to be valid.

DEFINITIONS

INSURER shall be defined as the Carrier, Agent, Broker or a Defendant who is found to be Self Insured.

DATE OF LOSS shall be defined as the date provided on the Request Form. However, if a loss period is given, then the loss date shall be defined as any date during the reported loss period.

POLICY EXISTENCE/IDENTIFYING THE INSURER shall be defined as providing the client with a name, address and telephone number of the Insurer insuring the named Defendant on the loss date specified. Should the Insurer no longer be in business, we will provide you with the Insurer name and last known address on record when their business operations ceased.

TERMINATION shall be defined as the termination or cancellation of any search or request at any point following our receipt of the request.

PROCESS

TURNAROUND time for our research is approximately fifteen (10) business days.

SEARCHES ARE PERFORMED under the Defendant name(s) only. Policies found, may or may not cover the target vehicle or property owned/operated by the Defendant. The client will be invoiced in accordance with the Fee Schedule.

ALL RESULTS will be emailed to the client immediately upon completion of our research with an applicable invoice. We reserve the right to delete our file 120 days after invoicing.

WHEN REQUESTING THE POLICY LIMITS TRACE of an established policy, you must include the policy number and/or claim number and ANY correspondence from the Insurance Carrier.

WHEN REQUESTING A POLICY EXISTENCE TRACE, please note that fees will still apply in situations where a policy is located for the stated defendant(s), on the loss date, but the located policy fails to provide coverage for any reason.

DISCLAIMER

Phantom Investigators has used reasonable care to obtain accurate and up to date information from sources that it considers reliable. It is believed that all information provided is accurate, but Adverse Investigators make no warranty or guarantee either expressed or implied that the information provided herein is correct, since the information has been obtained from other sources. You should not make a decision to proceed based solely upon the information provided herein but should also use reasonable care to utilize supplementary sources of information that are available to you in order to make your decision as to how to proceed. Unless otherwise specified, we have now closed our file. There is a 3-5% error on the data that is being reported to us. We encourage all our attorneys and case managers to advise adjusters of their client's treatment plan. Phantom Investigators is not liable for the outcome of your client's settlement.