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Insurance Claim Roofing Contract Template

For storm, hail, and wind jobs paid through the homeowner's property insurance.

Sign this contract after the carrier approves the claim. Before approval, use a contingency agreement; once the approval arrives, this contract replaces it with a full scope and price tied to the carrier's loss statement. Bracketed text in blue is a placeholder; replace it or delete it before sending.

How to fill it out

1. Enter the carrier, claim number, adjuster, date of loss, deductible, and any mortgage company named on the claim checks.
2. Copy the approved roofing line items from the loss statement into Section 4 and attach the loss statement as Exhibit A.
3. List anything beyond the approved scope as a customer-paid upgrade in Section 6, priced separately.
4. Never change the deductible language in Section 7 to promise a waiver, rebate, or credit.
5. Replace each [STATE CLAUSE] placeholder with the wording your state requires and delete the ones that do not apply. Fill in both Notice of Cancellation copies at signing.
6. Do not add assignment-of-benefits (AOB) language; AOBs are banned or restricted in some states. Have a local attorney review your final version.

State clauses

Many states require extra wording in roofing and home improvement contracts. This template marks each spot with a [STATE CLAUSE] placeholder:

Placeholder	What it covers
[STATE CLAUSE: deductible notice]	A required statement that the contractor will not waive or pay the deductible.
[STATE CLAUSE: longer cancellation period / insurance-denial cancellation]	Longer cancellation periods, or cancellation after the insurer denies the claim.
[STATE CLAUSE: other required notices]	Any other notice your state requires in the contract.
[STATE CLAUSE: required lien notice]	A notice to the homeowner about lien rights.
[STATE CLAUSE: arbitration wording]	Specific wording some states require for arbitration clauses.

Check your state's official sources (the state legislature, contractor licensing board, or attorney general), copy any required wording exactly, and delete placeholders that do not apply.

FTC 3-day rule reminders for sales made at the home

- Fill in both Notice of Cancellation copies (seller name, address, sale date, and deadline) before handing them over. Saturdays count as business days; Sundays and federal holidays do not.
- Explain the right to cancel out loud, and use the same language as the sales pitch (for example, Spanish forms for a Spanish pitch).
- Hand the homeowner two paper copies of the notice at signing, even if you also send the contract for e-signature. Delivering the notice only electronically requires the homeowner's prior consent to receive documents that way.
- Refund all payments within 10 business days of a valid cancellation. Hold materials and crews until every cancellation window closes.
- Emergency waiver: only for a true emergency the homeowner contacted you about, and only in a separate, dated statement in the homeowner's own handwriting. Never use a preprinted waiver.

Sample template only. Have a licensed attorney in your state review it before you use it. This template is general information, not legal advice. Knockio is not a law firm, and using this template does not create an attorney-client relationship. Contract and e-signature rules vary by state and change over time. Last reviewed: November 2026.

INSURANCE CLAIM ROOFING CONTRACT

Residential roofing • Work paid through the homeowner's property insurance

1. PARTIES AND CONTRACT INFORMATION

Contract date _____ Contract no. _____

Contractor

Legal business name _____

Business address _____

Phone _____ Email _____

License / reg. no. _____ Issued by (state/city) _____

Homeowner(s)

Homeowner name(s) _____

Property address _____

Mailing address (if different) _____

Phone _____ Email _____

2. CONTRACTOR INSURANCE

The Contractor carries the following insurance and will keep it in force until the work is complete:

General liability carrier _____ Policy no. _____

Workers' comp carrier _____ Policy no. _____

Surety / bond (if any) _____ Bond no. _____

☐ Certificates of insurance are attached to this contract.

3. INSURANCE CLAIM INFORMATION

Insurance carrier _____ Claim no. _____

Policy no. _____ Date of loss _____

Adjuster name _____ Adjuster phone _____

Adjuster email _____ Deductible $ _____

Mortgage company _____ Loan no. _____

☐ Hail ☐ Wind ☐ Other cause of loss: [_____]

This contract replaces the contingency agreement between the parties dated [_____], if any.

4. APPROVED SCOPE OF WORK

The Contractor will perform the roofing work approved by the insurance carrier as shown in the carrier's loss statement (estimate) dated [_____], attached as **Exhibit A**. The approved roofing line items are:

Line #	Description	Qty / unit	RCV amount

Roof size (squares) _____ **Layers to remove** _____

Items the carrier did not approve are not included unless they are added as a carrier-approved supplement (Section 9) or a customer-paid upgrade (Section 6), each on a signed change order.

5. MATERIALS

The Contractor will install the following materials, matching the approved scope unless upgraded in Section 6:

Item	Manufacturer	Product line	Color / size
Shingles			
Underlayment			
Ice and water shield			
Hip and ridge cap			
Ventilation			
Drip edge / flashing			

6. CUSTOMER-PAID UPGRADES

The items below go beyond the carrier-approved scope. The Homeowner pays for them directly, and they will not be billed to the insurance carrier.

Upgrade	Description	Price
Impact-resistant shingles		$
Premium color / product line		$
Additional ventilation		$

Upgrade	Description	Price

Total customer-paid upgrades _____ $ _____

7. DEDUCTIBLE

The Homeowner is responsible for paying the full insurance deductible of $[_____]. The Contractor will not pay, waive, rebate, absorb, or credit any part of the deductible, will not offer any gift, rebate, or discount to cover it, and will not raise the price or scope billed to the carrier to offset it.

[STATE CLAUSE: deductible notice]

8. CONTRACT PRICE AND PAYMENT

The contract price equals the replacement cost value (RCV) the carrier approves for the work in Section 4, plus any carrier-approved supplements, plus customer-paid upgrades.

Carrier-approved RCV (roofing) _____ $ _____

Approved supplements (by change order) _____ $ _____

Customer-paid upgrades _____ $ _____

Total contract price _____ $ _____

Payment	Paid from	Due when	Amount
Deductible	Homeowner	[e.g., at material delivery]	$
First insurance payment (ACV)	Insurance proceeds	Within [__] days of receipt	$
Recoverable depreciation	Insurance proceeds	When released after completion	$
Supplements	Insurance proceeds	When released by the carrier	$
Upgrades	Homeowner	[_____]	$

Insurance checks. The Homeowner will pay insurance proceeds for the roofing work to the Contractor within [__] days of receiving them. If a check names the mortgage company as co-payee, the Homeowner will endorse it and cooperate with the mortgage company's release and inspection process, and the Contractor will provide any invoice, W-9, lien waiver, or photos the mortgage company requests.

Recoverable depreciation. After completion, the Contractor will provide a final invoice, completion photos, and a certificate of completion. The Homeowner will submit them to the carrier promptly, or authorizes the Contractor to send them on the Homeowner's behalf.

Responsibility for payment. The Homeowner is responsible for the contract price as stated here. Any change in price is made by signed change order. This does not limit any right the Homeowner has under state law to cancel after a claim denial.

9. SUPPLEMENTS

If the Contractor finds items the original loss statement missed, such as code-required drip edge, additional decking, or steep-pitch or high-roof charges, it will document them with photos, measurements, and code references and submit them to the carrier. The Homeowner authorizes the Contractor to share documentation of the roofing work with the carrier and to discuss the scope and status of the roofing work only.

Approved supplements will be added by change order. If the carrier denies a supplement, that item will not be performed unless the Homeowner approves it on a change order at the Homeowner's own cost.

10. HIDDEN CONDITIONS AND DECKING

If damaged decking is found after tear-off, the Contractor will photograph it, notify the Homeowner, replace it, and submit it to the carrier as a supplement. If the carrier does not pay for it, the Homeowner will pay for decking replaced at the rate below, up to [__] sheets without further approval.

Decking rate (installed)	_____	**$ per 4x8 sheet**	_____
Sheet type / thickness	_____	**e.g., 7/16" OSB**	_____

11. CONTRACTOR'S ROLE: NOT A PUBLIC ADJUSTER

The Contractor is a roofing contractor, not a public adjuster or attorney. The Contractor will not interpret the insurance policy, give coverage advice, or negotiate or adjust the claim on the Homeowner's behalf. Questions about coverage should go to the insurance carrier, a licensed public adjuster, or an attorney. Nothing in this contract assigns the Homeowner's insurance benefits to the Contractor.

12. PERMITS AND INSPECTIONS

☐ Contractor obtains the permit ☐ Homeowner obtains the permit ☐ No permit required

☐ Permit fees are included in the contract price ☐ Permit fees are billed separately at cost

The Contractor will schedule any required inspections. If an inspection fails because of the Contractor's work, the Contractor will correct it at no charge. If it fails because of a pre-existing condition or a code requirement that is not in the scope of work, the correction will be priced on a change order.

13. SCHEDULE AND DELAYS

Estimated start window	_____	**to**	_____
Estimated duration	_____	**Working days**	_____

These dates are estimates. The Contractor is not responsible for delays caused by weather, material shortages or supplier delays, permit or inspection delays, Homeowner changes, or other events outside its reasonable control. The Contractor will tell the Homeowner promptly about any delay and the new expected date.

The Contractor will not order custom materials or schedule the crew until any legal cancellation period has ended, unless the Homeowner has validly waived that period for a genuine emergency as the law allows.

14. CHANGE ORDERS

Any change to the scope of work, materials, price, or schedule after this contract is signed must be written on a change order and signed by both parties before the changed work begins. Each change order will describe the change, its cost or credit, the new contract total, and any effect on the schedule. This includes carrier-approved supplements and customer-paid upgrades. Verbal requests or approvals do not change this contract.

15. SITE PROTECTION AND CLEANUP

The Contractor will:

☐ Cover landscaping, A/C units, pools, and other exposed items near the work area with tarps.

☐ Place the dumpster or trailer at: [_____] ☐ Protect the driveway with boards or plywood under it

☐ Remove roofing debris from the yard and gutters at the end of each work day.

☐ Run a magnetic nail sweep of the yard, driveway, and beds daily and again at completion.

The Contractor is responsible for damage caused by its negligence. The Homeowner understands that roofing work causes vibration and noise, and that loaded dumpsters and delivery trucks can leave marks on driveways even when work is done carefully.

16. HOMEOWNER RESPONSIBILITIES

- Give the crew access to the roof, driveway, and an exterior electrical outlet on work days.
- Move vehicles out of the driveway and work area, and keep children and pets away from the work area.
- Remove or secure wall hangings and fragile items, and cover belongings in the attic. Vibration can dislodge items and drop dust.
- Tell the Contractor about known leaks, hidden hazards, solar panels, satellite dishes, or other rooftop equipment before work starts.

☐ Removal and reinstallation of satellite dishes / antennas is included ☐ Not included

17. WARRANTIES

Workmanship warranty

The Contractor warrants its workmanship for **[___] years** from the date of completion. If a leak or defect is caused by the Contractor's installation, the Contractor will repair it at no charge after receiving written notice from the Homeowner.

This workmanship warranty is void or does not apply if: the contract is not paid in full; the roof is altered, repaired, or penetrated by others (for example, solar, satellite, or HVAC installers); damage is caused by storms, hail, wind beyond the product's rating, falling objects, foot traffic, or fire; or the problem comes from structural movement or ventilation changes made by others.

Manufacturer warranty

Roofing materials are covered only by the manufacturer's own warranty, under the manufacturer's terms and registration rules. The Contractor does not extend or change any manufacturer warranty.

☐ Contractor will register the manufacturer warranty ☐ Homeowner will register it

Manufacturer warranty name / tier _____

Except for these warranties and any warranty required by law, the Contractor makes no other warranties.

18. LEAD-SAFE WORK (HOMES BUILT BEFORE 1978)

☐ Home was built in 1978 or later, so the EPA lead-safe rule does not apply.

☐ Home was built before 1978, and the work will not disturb more than 20 square feet of painted exterior surfaces.

☐ Home was built before 1978, and the work will disturb painted surfaces (such as fascia, soffit, or trim) beyond the minor-repair limit. The Contractor is an EPA RRP-certified firm, cert. no. [_____], will follow lead-safe work practices, and delivered the "Renovate Right" pamphlet on [date] before work started.

Homeowner initials acknowledging receipt of pamphlet (if applicable): _____

19. LIEN NOTICE

[STATE CLAUSE: required lien notice – If your state requires a lien notice in the contract or before work starts, insert it here word for word from the official source. Delete this box if your state does not require one.]

On final payment, and on request, the Contractor will provide lien waivers from itself and from any subcontractors and suppliers who furnished labor or materials for this job.

20. GENERAL TERMS AND CONDITIONS

Default and termination. If either party materially breaches this contract and does not fix the breach within 10 days after written notice, the other party may end the contract. If the Homeowner ends the contract after any legal cancellation period has passed and without cause, the Homeowner will pay for work completed, non-returnable materials ordered, and restocking fees.

Late payments. Amounts more than [__] days past due accrue interest at [__]% per month or the highest rate allowed by law, whichever is lower.

Dispute resolution. The parties will first try to resolve any dispute by talking in good faith. If that fails, disputes will be resolved by:

☐ Mediation, then court ☐ Binding arbitration ☐ Court in the county where the property is located

[STATE CLAUSE: arbitration wording, if your state requires specific wording for arbitration in home improvement contracts]

Governing law. This contract is governed by the law of the state where the property is located.

Entire agreement. This contract, its attachments, and any signed change orders are the entire agreement between the parties and replace any earlier proposals or conversations. If an attached estimate or proposal conflicts with this contract, this contract controls.

Subcontractors. The Contractor may use licensed and insured subcontractors and remains responsible for their work.

Notices. Written notices may be delivered by hand, mail, or email to the addresses in Section 1.

Severability. If any part of this contract is found unenforceable, the rest of the contract remains in effect.

Photos and marketing. The Contractor may photograph the property to document the work.

☐ Homeowner allows a yard sign during the job ☐ Homeowner allows use of job photos in marketing (no address shown)

21. ATTACHMENTS

The following documents are attached to and part of this contract:

☐ Exhibit A – carrier loss statement dated [_____]

☐ Certificates of insurance

☐ Manufacturer warranty information

☐ Notice of Cancellation (two copies)

☐ State-required notices and forms

☐ Other: [_____]

22. CANCELLATION RIGHTS, REQUIRED NOTICES, AND SIGNATURES

Right to cancel

If this contract is signed at the Homeowner's residence or anywhere other than the Contractor's permanent place of business, the Homeowner has the right to cancel under the Federal Trade Commission's Cooling-Off Rule (16 CFR Part 429). Two completed copies of the Notice of Cancellation are attached. State law may give additional cancellation rights; any state notices appear below. If the Homeowner's state allows cancellation after a full or partial claim denial, that notice also appears below.

State-required notices

[STATE CLAUSE: longer cancellation period / insurance-denial cancellation]

[STATE CLAUSE: other required notices – Insert any notice your state requires, word for word from the official source, in the type size and position the law requires. Some states require a notice immediately before the homeowner's signature or on the signature page. Delete this box if no state notice applies.]

Electronic signatures

The parties agree to sign this document electronically. An electronic signature has the same effect as a handwritten signature. Each party will receive a copy.

Acknowledgments

☐ Contractor explained the right to cancel out loud at signing. **Homeowner initials:** _____

☐ Homeowner received this contract and both cancellation notices. **Homeowner initials:** _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

HOMEOWNER

_____
Signature

_____
Printed name

_____
Date

HOMEOWNER (if more than one)

_____
Signature

_____
Printed name

_____
Date

CONTRACTOR

_____
Authorized signature

_____
Printed name and title

_____
Date

COPY 1 – HOMEOWNER MAY SIGN AND RETURN THIS COPY TO CANCEL

NOTICE OF CANCELLATION

[Enter date of transaction]: _____
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

[Name of seller]: _____

at [address of seller's place of business]: _____

_____

NOT LATER THAN MIDNIGHT OF [date]: _____

I HEREBY CANCEL THIS TRANSACTION.

_____ _____
(Date) (Buyer's signature)

COPY 2 – HOMEOWNER KEEPS THIS COPY

NOTICE OF CANCELLATION

[Enter date of transaction]: _____
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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[Name of seller]: _____

at [address of seller's place of business]: _____

_____

NOT LATER THAN MIDNIGHT OF [date]: _____

I HEREBY CANCEL THIS TRANSACTION.

_____ _____
(Date) (Buyer's signature)