

Qualified Claim Service

Public Insurance Adjuster

For Help in Presenting Your Insurance Claim

PUBLIC ADJUSTER CONTRACT

“WE REPRESENT THE INSURED ONLY”

The undersigned hereby authorizes Qualified Claim Service as “Public Adjuster” to advise and assist in our pursuit against _____ for money for a loss by _____, an insured peril under policy number _____ occurring on _____ at _____.

In payment of these services, Qualified Claim Services will receive the “fee amount” as described in Option _____ below. (Cross out and initial schedule not selected). The same fee amount will also be considered an assignment of claim. Any existing insurance claim offer will not be reduced because of my fee. See attached contract addendum for examples of fee options.

Option ‘A’: _____% _____ (initial) of all amounts paid (before deductible).

Option ‘B’: _____% _____ (initial) of amount paid (pending verification) over \$ _____ or after _____ (date) (before deductible).

Fees can run anywhere from 3% to 50% depending on the size and circumstances of the loss. Examples and further explanation is attached.

As a public adjuster, I am required by the California Insurance Code to post a surety bond in the sum of \$20,000.00 to cover certain kinds of claims made by you, the insured. If you have question concerning the surety bond, you may contact the California Department of Insurance Producer Licensing Call Center at 1-800-967-9331, 1-916-322-3555 or www.insurance.ca.gov.

The undersigned has received 2 copies of the attachments entitled “Examples, Definitions, Etc.”, “Notice of Loss”, “Disclosure” and this document at the time of signing. If this contract was signed and mailed or faxed to Qualified Claim Service, the undersigned has made 2 photo copies for themselves before sending the original.

You may cancel this contract at any time before midnight of the third business day after the date of this contract. See the notice of cancellation form at the end of this contract for an explanation of this right.

Print insured/s name: _____

Print insured/s address: _____

Insured X _____ Date: _____ Time: _____

Insured X _____ Date: _____ Time: _____

Public Adjuster X _____ Date: _____ Time: _____

Date of Contract _____ NOTICE OF CANCELLATION

You may cancel this contract within three business days from the above date without any penalty or obligation to pay your public adjuster, other than for reimbursement of moneys paid by your public adjuster for out-of-pocket emergency expenses for you or on your behalf. If your public adjuster seeks reimbursement from you for out-of-pocket emergency expenses, your public adjuster shall provide you with an itemized statement of those emergency expenses advanced to you or on your behalf if the cancellation is made within the first three business days after the contract was initiated. Nothing in this contract permits your public adjuster to recover any costs, except for out-of-pocket emergency expenses advanced to you.

If you cancel, any money or other consideration paid by you will be returned within five business days following the receipt of your cancellation notice, and any security interest arising out of the trans-action will be cancelled. To cancel this contract, mail or deliver by certified mail, return receipt requested, or other form of mailing which provides proof of mailing, a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to Qualified Claim Service, P.O. Box 44329, Lemon Cove, CA 93244 not later than midnight of _____ (Date).

I hereby cancel this contract: _____ Date _____ (client’s signature) _____

Qualified Claim Service

Public Insurance Adjuster
For Help in Presenting Your Insurance Claim

EXAMPLES, DEFINITIONS, ETC. (contract addendum)

OPTION 'A': ("negotiated" flat fee, the most simple)

As shown on the contract face page. Fee based on complexity and claim size. For example, a ten (10%) fee on \$100,000.00 would be \$10,000.00. While QCS fee "amount" will be based on **all amounts paid including prior offers and payments**, the fee "payment" will come from claim payments after the signing of this contract.

Dealing with coverage problems, delayed coverage decision, delayed investigation and denied claims involve as much or more work and skill than a dollar amount of damage claim. Fee can run from 25% to 50% of ... the entire ... amount paid. A word about "Denied Claims." An insurer will rarely come right out and deny your claim. It's much easier to stall the investigation and hope you fade away.

OPTION 'B': ("amount over" flat fee)

Fee is a percentage of the amount ... **over and above** ... the amount offered or paid by the insurer. The fee is usually Fifty percent (50%). In other words, we split the additional amounts paid.

For example, the insurer paid you 50,000.00 before you hired me. After You hire me, they pay a new total of \$70,000.00. We split difference, \$20,000.00, the amount over \$50,000.00. At 50%, my fee is \$10,000.00. If I only get you \$52,000.00 total, then my fee would be \$1,000.00 (50% of \$2,000.00).

Definitions: "Amount Paid" includes all payments resulting from the claim such as for structure, contents, lost rents, additional living expense and amounts paid over policy limits, including but not limited to court awards.

Disclaimer: Repairs - Qualified Claim Service will not manage the reconstruction or your contractor. Lawsuits - If you want to sue your insurer, QCS is not obligated to sue your insurer or to locate an attorney for such. You will defend and indemnify QCS if QCS is included in a lawsuit against you and QCS had no legal negligence, errors or omissions.

This contract applies to all my/our (the named insured/s) successors, assigns, heirs, etc. Fee payment is due as it applies to the amount of each claim check issued, and at the time of endorsement, from the proceeds of those respective check/s if other funds are not immediately available. No "IOU" is accepted.

If this agreement is defaulted on, agreed venue will be Tulare County, CA. Any fee dispute exceeding small claims court limits may be settled by litigation or binding arbitration and Rules of American Arbitration Association. QCS will select the method of resolution and/or the arbitration company. Any necessary real property Lien on the above listed property location is authorized. Any intent to declare bankruptcy will be disclosed immediately to Qualified Claim Service.

I have read and understand all of the above.

Insured X _____ Date: _____ Time: _____

Insured X _____ Date: _____ Time: _____

Public Adjuster X _____ Date: _____ Time: _____

DISCLOSURE

There are three types of insurance adjusters that could be involved in the processing of your insurance claim. The definitions of the three types are as follows:

- (1) Public adjusters mean the insurance adjusters who do not work for your insurance company. They work for you, the insured, to assist in the preparation, presentation, and settlement of your claim. You hire them by signing a contract and agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation. Public adjusters are required to be licensed, bonded, and tested by the State of California to represent your interest only.
- (2) Company adjusters mean the insurance adjusters who are employees of your insurance company. They represent your insurance company and are paid by your insurance company. They will not charge you a fee and are not individually licensed or tested by the State of California.
- (3) Independent adjusters mean the insurance adjusters who are hired on a contract basis by your insurance company to represent the company in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee.

You have the right, but are not required, to use the services of a public adjuster in the preparation and handling of your insurance claim.

Public adjusters cannot solicit your business while the loss is underway, or between the hours of 6 p.m. and 8 a.m.

Your "Public Adjuster Contract," with a public adjuster representing you, should clearly indicate the amount of the fee you will be paying to your public adjuster. Your contract, with this fee percentage, should be acknowledged by your initials on the "Public Adjuster Contract." The salary, fee, commission, or other consideration is to be paid by you (the insured), not the insurance company (insurer).

You have the right to cancel the contract with your public adjuster, without any penalty or obligation, within three business days from the date the contract is signed.

If you cancel the contract with your public adjuster, any money or other consideration paid by you will be returned within five business days following the receipt of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel the contract with your public adjuster, mail or deliver by certified mail, return receipt requested, or other form of mailing which provides proof of mailing, a signed and dated copy of the cancellation notice, or any other written notice, or send a telegram to the public adjuster at the address in the contract.

You have the right to, and may, communicate with your insurance company at any time if you feel the need during the claims process.

If you have any concerns or questions, the officers at the California Department of Insurance Consumer Hotline are there to help you. Please call them at 1-800-927-HELP (4357), or www.insurance.ca.gov.

Qualified Claim Service

Public Insurance Adjuster
For Help in Presenting Your Insurance Claim

NOTICE OF LOSS

TO:
Adjuster: _____

Ins. Carrier: _____ Ins. Carrier Phone No.: _____

Address: _____

Mortgagee: _____ Loan No.: _____

Mortgagee Address: _____

Mortgagee Phone No.: _____

FROM:
Insured: _____

Address: _____

Policy No.: _____

Claim No.: _____

Loss Date: _____ Time: _____ Location of Loss: _____

Damage Type: _____ Cause of Loss: _____

NOTICE OF REPRESENTATION

The insured in the above captioned loss hereby assigns QUALIFIED CLAIM SERVICE to represent my/our financial interest in the adjustment of this claim.

I/we hereby direct the insurer and their representatives to direct all correspondence (including checks) to and communicate directly with Qualified Claim Service and cease further contact directly with me/us. We also direct that any copy of correspondence that is mailed to us be mailed to Qualified Claim Service on the same day as is our copy. We further direct you to fax copies of any mailed correspondence to Qualified Claim Service on the same day that it is mailed.

PUBLIC ADJUSTERS LOSS PAYABLE CONTRACT ENDORSEMENT AND ASSIGNMENT

All payments for the loss or damage, under policy No. _____ shall include the name of QUALIFIED CLAIM SERVICE, P.O. Box 44329, Lemon Cove, CA, 93244, on payments, checks/drafts issued in conjunction with my/our loss by an insured peril as described in the above Notice of Loss. This endorsement shall apply even if representation is terminated by me/us. I/we assign to Qualified Claim Service the proceeds of this claim in an amount equal to the contract fee amount. This shall apply to my/our successors, assigns, heirs, etc.

Date: _____ X _____, Insured

Date: _____ X _____, Insured

Date: _____ X _____, Public Adjuster