



PREMIER PUBLIC ADJUSTERS
INSURANCE CLAIMS SPECIALISTS

508 W Lookout Drive Suite 14 - 1018
Richardson, TX 75080
Phone: 214-470-8137 Fax: 888-350-0523

Date

Public Adjuster
License#

Company License #

PUBLIC INSURANCE ADJUSTER CONTRACT

This agreement is entered into this _____ day of _____, 20____ by and between,
Premier Public Adjusters, Inc. (PA) and _____,
the “**INSURED/CLAIMANT**”. The “**INSURED/CLAIMANT**” hereby retains **Premier Public Adjusters, Inc.**, a public adjusting firm, to represent in the adjustment and negotiation of the insurance claim for the damages caused by _____, on or about ____/____/_____. At location _____
Description of Loss _____
Client Address (Other Than Loss Location) _____
Client Cell Phone _____ Client Email _____
Insurance Company _____
Policy# _____ Claim # _____

This agreement is based upon a contingency of this claim. If no recovery is made on this claim, then the “INSURED/CLAIMANT” has no financial obligation to the public adjuster. If the insured decides not to pursue the claim once we start our work, the insured will pay Premier Public Adjuster, LLC. for any expenses incurred up to that moment i.e.: expert/engineering fees, appraisal, umpire or any other. No public adjuster may settle a claim unless the terms and conditions of settlement are approved by the insured. The insured(s) hereby authorize and requests that the name **Premier Public Adjuster, LLC.** appear as a payee in addition to all other parties on all checks or drafts issued by the insurance company. In the event the insurance company fails to include Premier Public Adjuster, LLC., as a payee, Premier Public Adjuster, LLC. may place a lien on recovered proceeds received by the policyholder(s) pursuant to this agreement.

The Insured(s) hereby authorizes all claim payments to be mailed to Premier Public Adjuster’s Office at the address listed above.

This agreement shall be binding upon the estate of the insured in the event of his/her death. In the event of litigation arising out of this agreement, venue for such action shall be in Collin County, Texas and the prevailing party shall be entitled to recover its court costs and reasonable attorney's fees, including those of any appealing proceedings. I, the "INSURED/CLAIMANT" hereby grant limited power of attorney for Premier Public Adjuster, LLC. to endorse any proceed payments on my(our) behalf. Additionally, I/we grant limited power of attorney to Premier Public Adjuster, LLC. to communicate with our bank/mortgage company regarding our loan(s) for purposes of securing claim proceed endorsements.

The Insured(s) agrees to pay **PREMIER PUBLIC ADJUSTERS, LLC.** upon payment of the claim, a fee of **10%** of the amount collected, adjusted, or otherwise received and or issued by the involved Insurance Carrier including expenses, direct costs, or any other costs accrued by the Public Insurance Adjuster. A general description of services the public insurance adjuster will provide must be provided under this contract.

If compensation is based on an hourly rate, the public insurance adjuster will provide an invoice for services that includes a detailed listing of services provided and separate costs payable to the public insurance adjuster as part of the commission based on the claim settlement, including expenses, direct costs, and any other accrued costs.

The method of calculating the commission for the public insurance adjuster, whether an hourly rate, flat fee, percentage of settlement or another method must be identified below and depending on method comply with TAC §19.708 (13)(A) requiring detailed explanation of how the amount payable will be determined based on services provided.

At the option of the Insured, this contract shall/may be voidable for 72 hours after signing. The Insured may void the contract by notifying the Public Insurance Adjuster in writing, by either registered or certified mail, return receipt requested, to the address shown above on this contract, or by personally serving notice on the Public Insurance Adjuster, LLC.

If the insurance carrier pays or commits in writing to pay to the insured the policy limits of the insurance policy under Insurance Code Article 6.13 or §862.053 within 72 hours of the loss being reported to the insurer, the public insurance adjuster is not entitled to compensation based on percentage of the insurance settlement, but is entitled to reasonable compensation for the public insurance adjuster's time and expenses provided to the insured before the claim was paid or the written commitment to pay was received.

Notice: A public insurance adjuster may not participate directly or indirectly in the reconstruction, repair, or restoration of damaged property that is the subject of a claim adjusted by the public insurance adjuster or engage in any other activities that may reasonably be construed as presenting a conflict of interest, including soliciting or accepting any remuneration from or having a financial interest in any salvage firm, repair firm, or other firm that obtains business in connection with any claim the public insurance adjuster has a contract or agreement to adjust.

Notice: The insured may cancel this contract by written notice to the public insurance adjuster within 72 hours of signature for any reason.

We represent the insured only.

Notice: You are entering into a service contract. You are being charged a fee for this service. You do not have to enter into this contract to make a claim for loss or damage on a policy of insurance.

Important notice: For information about public insurance adjusters, your rights as a consumer, or to file a complaint, call us at 800-252-3439 or visit our website at tdi.texas.gov.

Adviso Importante: Aviso importante: Para obtener información sobre los ajustadores de seguros públicos, sus derechos como consumidor o para presentar una queja, llámenos al 800-252-3439 o visite nuestro sitio web en tdi.texas.gov.

By signing below, the "INSURED/CLAIMANT" acknowledges he/she understands and accepts the terms of this agreement and states that all information provided herein is accurate.

Agreed and accepted this _____ day of _____, 20 ____; at _____ o'clock.

Insured/Policyholder (1):

Signature of Insured or Authorized Agent

Insured Printed Name

Mailing Address

City/State/ZIP

Phone Number

Email Address

Insured/Policyholder (2):

Signature of Insured or Authorized Agent

Insured Printed Name

Mailing Address

City/State/ZIP

Phone Number

Email Address

Public Insurance Adjuster:

Signature of Public Insurance Adjuster

Public Insurance Adjuster Printed Name

Public Insurance Adjuster License Number

Public Insurance Adjuster Employer Number

Public Insurance Adjuster Mailing Address

Public Adjuster Email Address

If this contract is negotiated by a Texas nonresident Public Insurance Adjuster, the following Agent for Service of Process must be completed.

Agent for Service of Process:

Each Texas Nonresident Public Insurance Adjuster license holder shall maintain an agent for service of process in the State of Texas as required in Texas Insurance Code, §4102.107.

Name of Public Insurance Adjuster

Texas Public Insurance Adjuster License Number

Name of Texas Agent for Service of Process

Texas Address of Agent for Service of Process (must be a physical location)

City

State

Zip