

Excel Property Adjusters, Inc.
7413 Duvan Drive, Unit #4
Tinley Park, IL 60477
708-636-9898
excelpropertyadjusters@gmail.com
License # 3001230185

Public Adjuster Contract

This Public Adjuster Contract (hereafter referred to as "Agreement") is entered into between

_____ (full name of the insured), Insured(s) ("Insured"), living at
_____ (street address/town or municipality/zip) insured by
_____ (insurance company name) _____ (policy number)

and Excel Property Adjusters, Inc., license number _____ (full name public adjuster entity and license number) ("Public Adjuster") doing business at 7413 Duvan Drive, Unit #4, Tinley Park, Illinois 60477 (permanent home state business address) with a business phone number of 708-636-9898 (business phone number) for the following described services relating to

_____ (specify type of loss/damage) caused by _____ (cause) which occurred on _____ (date) at approximately _____ (time a.m./p.m.) at
_____ (street address/town or municipality/zip). Pursuant to the following terms and conditions, the parties agree to the following:

1. **Term:** This Agreement shall become effective upon the full execution of all signatories of this Agreement. No work shall commence until all parties have signed.
2. **Services:** Public Adjuster will act as a public insurance adjuster on behalf of Insured and provide the following services: Claim handling (specify services to be provided).
3. **Fees for Services:**
 - a. Insured understands and agrees that Public Adjuster shall recover its fees based on the amount recovered from an insurance company for the loss. Public Adjuster's fee shall be due and payable within five business days of the insurance company making a payment to the insured. Payments from the insurance company may not be mailed directly to the Public Adjuster. Public Adjuster may not collect the entire fee from the first check.
 - b. The amount of the Public Adjuster's fee shall be computed as follows: ten _____ (number) percent 10 _____ (numeral) % of all sums recovered under the insurance contract for this claim. The Insured understands that Public Adjuster may not charge a commission more than 10% of the amount of the insurance settlement claim paid by the insurer on any claim resulting from a catastrophic event, unless approved in writing by the Illinois Director of Insurance. The Insured also understands that this amount will be his or her obligation as the Insured and is not provided as a part of any insurance policy.
 - c. Initial expenses to be reimbursed to the Public Adjuster from the proceeds of the claim are as follows: N/A (specify by payment type with dollar amount estimates). Any additional expenses reimbursed to the Public Adjuster must first be approved by the Insured in writing and specify by payment type with dollar amounts estimated and kept in the records of this Insured by the Public Adjuster.

4. **Recommended Service Providers:** If Public Adjuster refers Insured to a preferred contractor or other vendor or service provider, Public Adjuster shall provide Insured with a written disclosure regarding any direct or indirect financial interest in that entity. When making a recommendation or referral:
 - a. Public Adjuster shall present to Insured **not fewer than two** good faith, competitive bids for a contractor, vendor, or service provider. Insured has the right **not** to choose Public Adjuster's preferred or recommended contractor or service provider and may select a different contractor or service provider.
 - b. Public Adjuster warrants that all work will be performed in a workmanlike manner and conform to all statutes, ordinances and codes. Should the work not be completed in a workmanlike manner, the Public Adjuster shall be responsible for any and all costs and expense required to complete or repair the work in a workmanlike manner.
5. **Cancellation of Contract:** The Insured may cancel this Agreement without penalty or obligation:
 - a. Within five **(5) business days** after the date on which this contract is executed and delivered to the Insured. The Insured **must** provide notification to cancel the contract in writing by either (1) certified or registered mail, return receipt requested, to the address shown on the contract or (2) personally serving notice on the Public Adjuster, or
 - b. Within five (5) business days after the date on which the Insurer or Public Adjuster has notified any insurance company of the claim, by phone or in writing, whichever is later. The Insured must provide notification to void the contract in writing by either (1) certified or registered mail, return receipt requested, to the address shown on the contract or (2) personally serving notice on the Public Adjuster.
 - c. If the Insured cancels the contract, the Public Adjuster shall return anything of value given to Public Adjuster by the Insured, within fifteen (15) days of the receipt of notice.
6. **Notice of Availability:** If the Insured has any questions or concerns in regards to this contract you may contact the Illinois Department of Insurance which maintains a Consumer Division in Chicago at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767. Questions or concerns can be addressed to the Office addresses, via phone at 217-557-6954, or through the website at <https://insurance.illinois.gov/Complaints/UnderstandComplaintProcess.html>
7. **Miscellaneous:**
 - a. **Parties understand and agree that an insurer will always provide an adjuster for the settlement of any claim at no charge to the Insured.** If the insurer, not later than five (5) business days after the date on which the loss is reported to the insurer, either pays or commits in writing to pay the Insured the policy limit(s) of the insurance policy, the Public Adjuster shall not receive a commission consisting of a percentage of the total amount paid by an insurer to resolve a claim, and shall be entitled only to reasonable compensation from the Insured for service provided by the Public Adjuster on behalf of the Insured, based on the time spent on a claim and expenses incurred by the Public Adjuster, until the claim is paid or the Insured receives a written commitment to pay from the insurer.

- b. Public Adjuster agrees and understands that he or she must be in compliance with all Federal and State Statutes and Rules.
- c. Public Adjuster is prohibited from providing legal advice or representation to the Insured or engaging in the unauthorized practice of law.
- d. Public Adjuster acknowledges that he or she is fully bonded pursuant to State Law.
- e. This written contract shall constitute the entire agreement between the Public Adjuster and the Insured.
- f. Public Adjuster and Insurer agree and acknowledge that Public Adjuster provided Insurer with the following written and signed disclosure: DISCLOSURE TO THE INSURED, FIRE DAMAGE REPRESENTATION ACT DISCLOSURE, and WRITTEN NOTICE OF CONSUMER RIGHTS.
- g. Public Adjuster and Insurer agree and acknowledge that Public Adjuster must provide Insurer with the FULL FINANCIAL INTEREST DISCLOSURE prior to making any service provider recommendations.
- h. This agreement and all disclosures were executed in duplicate, with both the Insured and Public Adjuster receiving an original copy.

By executing below, Insured and Public Adjuster specifically agree to be bound by this Agreement. Insured hereby acknowledges that the Public Adjuster that solicited this Agreement has signed below.

**Insured Signature
(Full Name)**

Date

Time

(Phone Number)

Public Adjuster Signature

Date

Time

(Individual Public Adjuster Full Name)

License # _____
(Individual Public Adjuster License Number)