

[Public Adjuster/Business Entity]  
[Address and Suite Number]  
[City, State, Zip code]

[License Number]  
[phone number]  
[email address]

# 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 (**full name individual public adjuster and license number**) employed by (**public adjuster business entity name and license number**) ("Public Adjuster"), doing business at (**permanent home state business address**) with a business phone number of (**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: (**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: (**number**) percent (**numeral**) % of all sums recovered under the insurance contract for this claim. For claims made on a personal residence, this amount may not exceed 10% amount of the insurance settlement claim paid by the insurer.
  - c. **Cap on Public Adjuster Compensation [one of the following provisions will be inserted]:**

The Public Adjuster may not charge, agree to, or accept any compensation, payment, commission, fee, or other valuable consideration more than 10% of the amount of the insurance settlement claim paid by the insurer [*used when the property involved is a personal residence*]. The Public Adjuster may not charge, agree to, or accept any compensation, payment, commission, fee, or other valuable consideration more than 10% of the amount of the insurance settlement claim paid by the insurer. unless approved in writing by the Illinois Director of Insurance [*used when property is not a personal residence and damage was the result of a catastrophic event*]. The statutory caps on public adjuster compensation are not applicable to this contract because the property involved is not a personal residence and the damage was not the result of a catastrophic event [*used as described*]. [*Note: A public adjuster may also opt to submit three different contracts with the different alternative provisions.*]
  - d. The Insured understands that the Public Adjuster's fee will be his or her obligation and is not a cost covered by any insurance policy.

4. **Cancellation of Contract:**

- a. The Insured may cancel this contract without penalty or obligation within **five (5) business days** after the date on which the insurance company received a copy of this contract. The Insured can cancel this contract by notifying the Public Adjuster in writing by (1) certified or registered mail, return receipt requested, to the address shown on the contract, (2) personally serving notice on the Public Adjuster, or (3) sending an email to the email address on the top of this contract.
- b. If the Insured cancels this 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.

5. **Miscellaneous:**

- a. 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. Such fees shall not exceed 10% of the amount of the insurance settlement claim paid by the insurer as provided for in paragraph 3.c. above.
- b. The Public Adjuster acknowledges that he or she is fully bonded pursuant to State Law.
- c. This written contract shall constitute the entire agreement between the Public Adjuster and the Insured.
- d. The Public Adjuster and the Insured agree and acknowledge that prior to signing this contract, the Public Adjuster provided the Insured with, and the Insured signed, a CONSUMER RIGHTS NOTICE.

By executing below, the Insured and the Public Adjuster specifically agree to be bound by this contract.

The Insured hereby acknowledges that the Public Adjuster that solicited this contract has signed below.

\_\_\_\_\_

Insured Signature  
**(Full Name)**

\_\_\_\_\_

Date and Time

\_\_\_\_\_

Public Adjuster Signature  
**(Individual Public Adjuster Full Name)**  
**(Individual Public Adjuster License Number)**

\_\_\_\_\_

Date and Time