



388 E Valley Blvd. STE 207
Alhambra, CA 91801

LICENSE #

Phone: (800) 414-1974
Email: Claims@ClaimsXP.com

PUBLIC INSURANCE ADJUSTER CONTRACT

"We Represent the Insured Only"

The INSURED _____

Name(s)

retains _____

Public insurance adjuster or company

(hereafter "CLAIMS XP") to assist in the preparation, presentation, and adjustment of all applicable claims for the following loss or damage _____

caused by _____. This loss occurred on or about _____.

The INSURED agrees to pay CLAIMS XP upon settlement and payment of claim, a fee of ____% (_____), not to exceed ten (10%) percent 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.

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 Section 19.708 (13)(A) requiring detailed explanation of how the amount payable will be determined based on services provided.

If compensation is based on an hourly rate, state the hourly rate and how it will be applied to the hours of service provided by the PIA to calculate the amount payable. The PIA will provide an invoice for services that includes a detailed listing of services provided and separate costs payable to the PIA as part of the commission based on the claim settlement, including expenses, direct costs, and any other accrued costs.

Method of calculating the commission: upon receipt of any payments for the loss described in this contract CLAIMS XP will deduct public insurance adjuster's fee and disburse the remaining amount to the INSURED.

If applicable, provide a statement disclosing how payments issued prior to the effective date of the contract will be used in determining compensation to the PIA.

Initial of Property Owner,_____.



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If the insurance carrier pays or commits in writing to pay to the insured the policy limits of the insurance policy (total loss) under Insurance Code Section 862.053 within 72 hours of the loss being reported to the insurer, the public insurance adjuster is not entitled to compensation based on a 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: 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.

YOU ARE ENTERING INTO A SERVICE CONTRACT. YOU ARE BEING CHARGED A FEE FOR THIS SERVICE. YOU DO NOT HAVE TO ENTER THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.

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

INSURED

CLAIMSXP

By: _____

By: _____

Name: _____

Name: _____

Address _____

Address _____

At the option of the Insured, this contract may/must 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 on this contract or by personally serving notice on the Public Insurance Adjuster.

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.

IMPORTANT NOTICE: You may contact the Texas Department of Insurance to get information about public insurance adjusters, your rights as a consumer, or information about how to file a complaint by calling 1-800-252-3439, or you may write the Texas Department of Insurance at Texas Department of Insurance MC: CO-CP, PO Box 12030, Austin, Texas 78711-2030.

ADVISOR IMPORTANTE: Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca ajustadores publicos de seguros, sus derechos como consumidor, o informacion sobre como presentar una queja llamando 1-800-252-3439, o puede escribir al Departamento de Seguros de Texas al Departamento de Seguros de Texas MC: CO-CP, PO Box 12030, Austin, Texas 78711-2030.

ATTEN: Claims Department

Insured:

Policy Number:

Claim Number:

Date of Loss:

RE: NOTICE OF REPRESENTATION AND LIEN

To Whom It May Concern,

Please be advised that the INSURED has retained Claims XP as their Public Adjusters in connection with a first party claim and/or a third-party claim to assist the INSURED in the measurement, documentation, preparation, presentation, negotiation and, if necessary, litigation of the INSURED's first party or third-party claim for damages.

We are formally requesting a copy of the scope of damages (if any), statement of loss (prior payments), photos, engineer's report, and the applicable policy of insurance, forms, endorsements, and declarations. You may email to expedite your services.

Please take note that it is our client's intention to further the claim for loss and/or damage.

The INSURED hereby directs that all communications, and correspondence from you or caused by you, your company, any agents and/or any service providers called out or referred by you, must be solely directed to and through CLAIMS XP only. You may forward a copy of your communications to the named insured.

The INSURED hereby directs you, the INSURANCE CARRIER, to list CLAIMS XP, along with the INSURED, upon all drafts and checks, issued by you or your company from the date of receipt by you and/or your company of this advice and lien notice. Furthermore, the INSURED directs you not to disperse any separate draft and/or checks of any kind, nor for any reason nor to any party, without the name of CLAIMS XP and said drafts and/or checks. You and your company are directed not to make any disbursements solely payable to CLAIMS. In addition, the INSURED directs you to send all indemnity payments to CLAIMS XP at 388 E Valley Blvd. STE 207 Alhambra, CA 91801.

The INSURED acknowledges their agreement to, and receipt of, a copy of this document by their signature below.

We appreciate your prompt service and wish to resolve this matter as early as possible for our client(s). We expect your adjuster to contact us shortly.

Sincerely,

Public Insurance Adjuster
Claims XP

AGREED AND ACKNOWLEDGED:

Name

Signature

Date

Claims XP
388 E Valley Blvd. STE 207
Alhambra, CA 91801
ClaimsXP.com

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ADDENDUM

1. Expense Types: Claims XP may incur various expert costs and expenses, such as fees for engineers, hygienists, fire investigators, and other necessary experts.
2. Client's Reimbursement: The client agrees to reimburse Claims XP for all such costs and expenses from the client's share of any money recovered through claim payments or settlements.
3. Disbursement Process: Upon receiving recovery proceeds, Claims XP follows a specific disbursement process, deducting costs, PA's fees, and then disbursing the remaining amount to the client.
4. Notification: The client will be notified prior to any individual cost exceeding \$2,000, and if the aggregate of costs exceeds \$5,000.
5. Agreement Threshold: The client understands and acknowledges that costs up to \$5,000 are agreed upon by signing the Addendum.

Client signature:

Date: