

CLAIMS LEADER

75 E Foxbriar Forest Cir
The Woodlands, TX 77382
Phone: (803) 292-9663
Email: Tom@claimsleader.org
Company License #: 3356298



PUBLIC INSURANCE ADJUSTER SERVICE CONTRACT

“We Represent the Insured Only”

INSURED(S): _____

(Please print full names clearly)

Property Address: _____

(Location of damage)

Retains: Claims Leader, LLC (hereafter “Claims Leader” or the “Company”)_

(Public Insurance Adjusting Company)

Policy With: _____

(Insurance Carrier)

Policy Number: _____ **Claim Number:** _____

Date of Loss (on or about): ____/____/____ **Cause of Loss:** _____

1. GENERAL DESCRIPTION OF SERVICES

Claims Leader, the Company, will assist in the preparation, documentation, submission, presentation, and negotiation of the insurance claim identified in this agreement, to the insurer [it's adjusters or representatives], on behalf of the insured. This includes but is not limited to:

- ✓ site inspection,
- ✓ policy review,
- ✓ detailed loss estimation,
- ✓ communication with the insurer, and
- ✓ support throughout the settlement process
 - assisting with the resolution of discrepancies, disputes or underpayments
 - advising on settlement options and claim-related matters as necessary

A Public Insurance Adjuster [PIA] cannot engage in the practice of law or provide legal advice, UNLESS that PIA is also a licensed attorney.

2. FEE AND METHOD OF COMPENSATION

This is Claims Leader’s ONLY compensation.

Calculating the commission amount: 10% of total claim recovered_ .

The total commission payable to the Public Adjuster may not exceed ten percent (10%) of the total insurance settlement of the claim paid by the Insurer.

The insured agrees to pay Claims Leader, a fee of **10%** of the total insurance settlement of the claim whether as a result of adjustment, mediation, appraisal, arbitration, litigation, or otherwise on any other applicable policy and any extra-contractual or bad faith damages, or otherwise. This amount includes any additional payments received after the date of this agreement. This fee shall be the sole compensation for services provided under this agreement. No additional fees or charges will be assessed to the insured. The fee is calculated based on the **Replacement Cost Value (RCV)** unless otherwise specified herein, and shall not be lessened by depreciation or the deductible withheld by the Insurance Carrier unless otherwise noted on this contract. If funds were issued by the insurer before this contract’s effective date, Claims Leader is not entitled to compensation for those amounts, unless agreed upon and disclosed herein. **Fee calculation example** if an initial payout is \$20,000 and the final settlement is increased to \$100,000 due to Claim Leader’s efforts, the fee will be 10% of \$100,000 = \$10,000.

Claims Leader shall deduct the fee from settlement proceeds prior to disbursement and forward the remainder to the insured.

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3. DISBURSEMENT AND LIEN

The insured hereby assigns and authorizes Claims Leader to receive insurance settlement payments directly. Claims Leader will request all drafts from the insurer to be jointly payable to the insured and Claims Leader. Claims Leader shall have a **lien on all settlement proceeds** for the amount due.

4. ADDITIONAL COSTS

If third-party experts (e.g., engineers, hygienists) are required, Claims Leader may incur such costs on behalf of the insured. The insured agrees to reimburse these from their settlement proceeds. No individual cost exceeding **\$2,000**, or cumulative costs over **\$5,000**, shall be incurred without written consent from the insured.

5. CONFLICT OF INTEREST

A Public Adjuster may NOT, participate in the **repair, restoration, or salvage of the insured property**, NOR accept remuneration from, nor financial interest in, any party providing such services, or obtains business in connection with any claim the Public Adjuster has a contract or agreement to adjust. Nor may the Public Adjuster engage in **any other activities** that may reasonably be construed as presenting a conflict of interest.

6. CANCELLATION

The insured may cancel this contract **within precisely 72 hours** (about 3 days) of signature **for any reason**, by sending **written notice** to the Public Adjuster by certified mail (return receipt requested), at the identified address, **or in person**. After 72 hours, the full contingent fee applies if the contract is unilaterally terminated by the insured.

7. SPECIAL CONDITIONS

If the insurer pays or commits in writing to pay the full policy limits (total loss), under Insurance Code Section 862.053, within precisely **72 hours** (about 3 days) of the loss being reported to the insurer, Claims Leader will be entitled only to **reasonable compensation** for time and expenses provided to the insured prior to such payment or written commitment.

In this case, the insured agrees that, Claims Leader, shall be compensated at an hourly rate of **\$155.00 per hour** for time and will be reimbursed on a **penny for penny** basis for expenditures. The total fee shall be calculated based on the total amount of reasonable business expenditures added to **actual time spent providing services**, with time **prorated by the minute**. For example, if 3 hours and 33 minutes of service are provided, the client will be charged for **3.55 hours** at the stated rate. The total amount payable shall be determined by multiplying the total hours (rounded to the nearest minute) by the hourly rate of \$155.00.

Fee Calculation Example of how to calculate a prorated hourly fee for **\$155/hour**, with Claims Leader, or it's representatives, working **3 hours and 33 minutes**. Convert minutes to a decimal: 33 minutes = 33/60 = 0.55 hours. Total time worked: 3 hours + 0.55 = 3.55 hours. Multiply by the hourly rate 3.55 x 155 = \$550.25. In this example, the total amount due from insured to Claims Leader would be \$550.25. Claims Leader shall provide an invoice logging time worked and expenditures.

To keep these costs to a minimum, the insured should notify Claims Leader, as soon as practicable about the insurers' commitment to pay.

8. ELECTRONIC SIGNATURE (if applicable)

My electronic signature [e-sig] is as valid as a "**wet signature**" [in person using a pen on paper] in accordance with Texas Uniform Electronic Transactions Act (UETA). If applicable, if I choose to use an electronic signature, the following is true. I consent to using electronic means to bear my signature. I agree to the use of an electronic system to keep an electronic audit trail or record of signature events. I agree that my electronic signature shall carry at least equal evidentiary weight as a *wet signature*. The document signed will be accessible to the agreeing parties. My e-sig is for THIS document and ALL documents related to the claim identified in this document.

9. NOTICE AND CONTACT INFORMATION

The Insured acknowledges and agrees that the contact information for Claims Leader may change from time to time. The most current contact information shall be made available on the Company's website at <https://www.claimsleader.org>, and it is the responsibility of the Insured to refer to the website for updated contact details. Notices and communications required under this Agreement may be sent to the contact information listed on the website at the time of such communication, and such delivery shall be deemed valid and sufficient for all purposes under this Agreement.

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10. IMPORTANT CONSUMER RIGHTS NOTICE !!!

You may contact the **Texas Department of Insurance** to:

- [get information about public insurance adjusters, or to](#)
- [file a complaint](#)

Phone: 1-800-252-3439 - Fax: 512-490-1007
Address: PO Box 149104, Austin, TX 78714-9104
Web Address: <https://www.tdi.texas.gov/>

AVISO IMPORTANTE SOBRE LOS DERECHOS DEL CONSUMIDOR !!!

Puede comunicarse con **el Departamento de Seguros de Texas** para:

- [obtener información sobre ajustadores públicos de seguros o](#)
- [presentar una queja](#)

Teléfono: 1-800-252-3439 - Fax: 512-490-1007
Dirección: PO Box 149104, Austin, TX 78714-9104
Dirección web: <https://www.tdi.texas.gov/>

- **YOU ARE ENTERING INTO A SERVICE CONTRACT.** A contract is required by Texas Insurance Code §4102.103.
- **YOU ARE BEING CHARGED A FEE FOR THIS SERVICE.** You don't have to pay until the insurance company pays the claim.
- **YOU DO NOT HAVE TO ENTER THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.** You also have the right to choose to work with a Public Adjuster and enter a contract with one.
- **THE INSURED MAY CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE PUBLIC INSURANCE ADJUSTER WITHIN 72 HOURS OF SIGNATURE FOR ANY REASON.** See #6 Cancellation above for details.

Signed and Agreed:

Date: _____ **Time:** _____

Signature (Insured/s): _____

Signature (Insured/s): _____

Public Adjuster (Print Name): **_Thomas M. Chumbley_**

License #: _3334249_

Public Adjuster **Signature:** _____

RE: NOTICE OF REPRESENTATION AND LIEN

To Whom It May Concern,

The INSURED prays this letter provides all needed to: establish representation, effect claim processing and payout authority. This is concerning INSURED: _____

Date of Loss: _____ Policy Number: _____ Claim Number: _____ .

Please be advised that the INSURED has retained CLAIMS LEADER as their Public Adjuster in connection with and to assist the INSURED in the INSURED's first party or third party claim for damages. This includes but is not limited to: measure, document, prepare, present, submit, negotiate, and otherwise resolve, settle, receive funds of the claim, and, if necessary, litigate or assist in the process – all on behalf of the INSURED.

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 to by you, must be solely directed to and through CLAIMS LEADER only. You may forward a copy of your communications to the named insured.

The INSURED hereby directs you, the INSURANCE CARRIER, to list CLAIMS LEADER, along with the INSURED, upon all drafts, checks or financial instruments, 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, checks and/or financial instruments of any kind, nor for any reason nor to any party, without the name of CLAIMS LEADER on said drafts, checks, and/or financial instruments. 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 LEADER at 75 E Foxbriar Forest Cir, The Woodlands, TX 77382.

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,



Thomas M. Chumbley

President, Claims Leader & Public Insurance Adjuster

AGREED AND ACKNOWLEDGED:

Name_____
Signature____/____/20____
Date