

Individual Adjuster / Adjusting Firm

Name: _____

Street Address: _____ City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax Number: _____ Website: _____

FIRST PARTY MOTOR VEHICLE PUBLIC ADJUSTING CONTRACT

[Rev. 11-2022]

This Contract constitutes the entire agreement between the parties and shall not be modified without the written agreement of both.

1. Terms:

Insured(s) _____

Loss Location: _____
[address] [city] [zip code]

Date/Time of Loss: On or about: Month _____ Day _____, Year _____ Time _____ a.m./p.m.

Vehicle Make, Model, and Year: _____ **VIN:** _____

Insurer(s): _____

Public Adjuster: _____

2. Scope of Contract: Insured(s) hires Adjuster to assist in the preparation, presentation and adjusting of insurance claim with Insurer(s) under the following types of coverage that may apply:

Automobile (limited) Contents Loss of Use Other _____

This contract does not include adjusting services for bodily injury.

Insured(s) instructs Insurer(s) to recognize Adjuster as a party in interest and to supply Adjuster with all relevant information regarding claim procedures, policy requirements, Insurer's method of valuation, a complete copy of the insurance policy and any other information that may be needed to adjust the claim. Insured(s) agrees to cooperate with, and provide information and documentation to Adjuster that may be needed to prepare the claim.

3. Payment: Insured(s) agrees to pay and assigns to Adjuster _____% not to exceed 10% of amounts paid in settlement of the loss by Insurer(s) related to coverage(s) authorized under the Scope of Contract. In the alternative, Insured(s) may agree to pay Adjuster in accordance with an attached alternative fee agreement. However, the total amount of such fee shall not exceed 10% of amounts paid in settlement of the loss by the Insurer(s) related to coverage(s) authorized under the Scope of Contract. [“In settlement of the loss” includes all payments made by Insurer(s) in full or partial resolution of the claims, including payments made by agreement, court judgment, mediation, arbitration, appraisal, and other forms of dispute resolution.]

4. Authorizations: By signing this Contract, Insured(s) authorizes and instructs Insurer(s) to pay assigned proceeds directly and solely to Adjuster in a separate check and that payment of the balance of the proceeds shall not include the Adjuster as a payee.

I/WE HAVE READ BOTH SIDES OF THIS CONTRACT AND UNDERSTAND AND AGREE TO ITS TERMS AND ACKNOWLEDGE HAVING RECEIVED A COPY OF THIS AGREEMENT

By: _____
Licensed Adjuster for the Insured Phone

By: _____
Insured Phone

By: _____
Insured Phone

Date: _____ Time: _____

Date: _____ Time: _____

**THIS FORM IS APPROVED BY THE DIRECTOR OF
THE DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES FOR THE STATE OF MICHIGAN.**

NOTICE: An adjuster for the insured may not be employed by, own stock in, be an officer or director of, or in any other manner be connected with a fire repair contractor. MCL 500.1224.

CANCELLATION RIGHTS UNDER MICHIGAN INSURANCE CODE: If you, the insured, signed this Contract within 48 hours of the conclusion of the loss to be adjusted under this Contract, you may cancel at your option at any time during the 10 days after you signed. To compute this time, the day of signing or first day is excluded and the 10th day is included. If the last or 10th day is a Saturday, Sunday, or legal holiday, the period is extended to include the next day, which is not a Saturday, Sunday, or legal holiday. To exercise this option to void or cancel this Contract, date and sign the Notice of Cancellation below and deliver it to the Adjuster or to his/her place of business within 10 days of signing the Contract.

Notice of Cancellation under Michigan Insurance Code

Date of Loss: _____ **Date Contract was Signed:** _____

The Michigan Insurance Code, MCL 500.1226(4), provides:

(4) An adjuster for an insured shall not provide his or her services to a client until the adjuster has contracted in writing, on a form approved by the commissioner, with the insured or his or her authorized representative. A contract which is executed within 48 hours after conclusion of the loss-producing occurrence shall be voidable at the option of the insured for 10 days after execution of the contract. The written contract shall constitute the agreement between the adjuster for the insured and the insured. A copy of the contract shall be given to the insured when the contract is executed.

As provided by the Michigan Insurance Code, I hereby void (cancel) this contract.

[date of cancellation]

[signature of insured]
