

# Claim Process Disclosure Form

**A Company Adjuster** is as defined in s. 626.856, F.S. A company adjuster is employed by the insurance company to address insurance claims on its behalf.

**An Independent Adjuster** is as defined in s. 626.855, F.S. An independent adjuster is contracted by the insurance company to address insurance claims on its behalf.

**A Public Adjuster** is as defined in s. 626.854, F.S. A public adjuster contracts with and is compensated by you, the insured, to assist you in the insurance claim process. A public adjuster is not an employee or representative of the insurance company.

**You**, as the Insured, are not required to hire a public adjuster to assist you with the insurance claim process but you have a right to do so.

**You**, as the Insured, have a right to initiate direct communications with your attorney, the insurer, the company adjuster, the insurer's attorney, or any person regarding the settlement of your claim.

**You**, as the Insured, should you enter a contract with a public adjuster:

- Are responsible for paying the public adjuster's salary, fee, commission, or other consideration.
- Are entitled to an unaltered copy of the executed public adjusting contract at the time the contract is executed.
- Are entitled to an unaltered copy of this form after it has been executed.
- May cancel a public adjusting contract without cost or obligation within 30 days of the loss, or ten (10) days after the date the contract was executed, whichever is longer, if the public adjusting contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor.

**POLICYHOLDER'S FULL NAME**

**POLICYHOLDER SIGNATURE**

**POLICYHOLDER'S SIGNATURE DATE**

**FULL NAME OF SECOND PERSON ON POLICY (IF APPLICABLE)**

**SIGNATURE OF SECOND PERSON ON POLICY (IF APPLICABLE)**

**SIGNATURE DATE OF SECOND PERSON ON POLICY (IF APPLICABLE)**

Form DFS-H1-1982 (Eff. 08/23)  
Rule 69B-220.051, F.A.C.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES  
1-877-MY-FL-CFO (1-877-693-5236)  
[www.myfloridacfo.com/Division/Consumers](http://www.myfloridacfo.com/Division/Consumers)

# PUBLIC ADJUSTER CONTRACT



Florida's Very Best Public Adjusters, LLC.  
Entity License W805951  
Mailing: 3127 W Hallandale Beach Blvd #102  
Hallandale Beach, FL 33009  
Phone 561-715-8986 Fax 407-627-1670  
Stephen@FLBestPA.com claims@bulldogadjusters.com

**POLICYHOLDER'S FULL NAME**

**PHONE**

**FULL NAME OF SECOND PERSON ON POLICY (IF APPLICABLE)**

**EMAIL**

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**PHYSICAL ADDRESS OF THE PROPERTY TO BE INSPECTED**

**ARE YOU ALREADY SPEAKING WITH ONE OF OUR PUBLIC ADJUSTERS?**

**SELECT YOUR PUBLIC ADJUSTER**

**HOUSE, CONDO OR BUSINESS?**

**CLAIM STATUS**

**CLAIM TYPE**

**HOMEOWNERS INSURANCE COMPANY**

**POLICY NUMBER**

**IN DOLLAR AMOUNT, WHAT IS THE AMOUNT OF YOUR DEDUCTIBLE? \*\*\*\*IF YOU CANNOT FIND THIS, PLEASE MAKE SURE TO ATTACH A COPY OF YOUR COVERAGE IN THE PDF FIELD BELOW.\*\*\*\***

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**DATE OF LOSS**

**CAUSE OF LOSS**

**PLEASE DESCRIBE YOUR DAMAGE**

**NOTES**

**Upload Documents**

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**1.** The undersigned (the Insured) hereby retains the above Public Insurance Adjuster, Florida's Very Best Public Adjusters, Inc. (the PA) to be the Insured's representative in the adjustment of the above-referenced loss. The Insured understands and agrees that PA has retained Bulldog Adjusters, Inc. to provide administration services for all claims adjusted by PA including the Insured's claim that is the subject of this Agreement. The Insured therefore understands and agrees that Bulldog Adjusters, Inc. will be entitled to receive a portion of the fees set forth below.

**2. The Insured hereby agrees to pay to PA and Bulldog Adjusters, Inc., jointly, an amount equal to 20% of the gross amount of the collected loss or damage recovered regardless of whether the loss is settled or paid by the insurance company or by reason of the above referenced policy as a result of adjustment, mediation, appraisal, arbitration, lawsuit, payments to third parties for managed repair or otherwise, on all coverage applicable under the referenced policy or any other applicable policy, including, without limitation, claims for bad faith and extra-contractual damages or loss (hereafter referred to as the "PA fee"). If no recovery is made, the Insured will not be indebted to the Public Adjuster (PA) and Bulldog Adjusters Inc. for any sum of fees.**

Insured and PA understand and agree that the percentages provided in this Agreement comply with Florida law in effect as of the date of this Agreement. If the provision of any state or federal rule or statute requires payment of fees in a lesser amount than those set forth above, then Insured and PA understand that Insured will be charged only the lesser amount provided for in said rule or statute.

**3.** The Insured hereby authorizes the PA to contact the above-named insurance company to direct them to include the name of Bulldog Adjusters, Inc. as a payee on any and all insurance proceeds checks issued by reason of the above referenced loss. This provision shall remain in full force and effect unless revoked by mutual written agreement of the insured and PA.

Payment to the PA shall be due and payable in full at the time that insurance proceeds are paid or issued by the insurance company. In consideration for the PA's professional services, the Insured by this agreement hereby irrevocably assigns to the PA, and the PA shall have a lien on, the portion of the insurance proceeds paid or payable sufficient to pay the amount due the PA under the agreement. In the event legal proceedings are brought by the PA to enforce this agreement, the prevailing party shall be entitled to recover its court costs and reasonable attorney's fee, including those of any appellate proceedings. Venue for all legal proceedings to be held in the courts of Broward County, Florida.

**4.** If during the pendency of this Agreement, PA determines within its sole discretion that Insured can no longer be represented for any reason, PA may withdraw from further representation. In the event that work has been performed by the PA and Insured elects to cancel the contract within the first 10 days, Insured agrees that the PA shall be entitled to reasonable fees based on the work performed, including but not limited to reimbursement for any incurred expenses agreed to by the Insured.

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**5.** The Insured hereby authorizes the PA to hire the professional services of appraisers, umpires, estimators, engineers, and any other experts as may be deemed necessary by the PA. Any costs associated with said claims recovery will be reimbursed to the PA. **The Insured must consent to the cost prior to the PA hiring said professional(s).** The Insured understands that it is responsible to pay the PA its fee, out of any and all insurance proceeds, prior to any payments to anyone else, including but not limited to mortgage companies, insurance companies, lenders, creditors, or any third parties, of any kind, or any other individual or corporation. The Insured hereby agrees that the Insured is solely responsible to timely obtain any and all mortgage endorsements necessary of said payments/checks so as to release payments to the PA. The PA shall in no event be obligated to conform to mortgage company requirements, in order to receive agreed to fee payments, and or out of pocket reimbursements.

**6.** This Agreement is not for legal services, and PA cannot provide legal services. An attorney must provide any legal services. Insured understands and agrees that Insured will need to enter into a separate written agreement with an attorney of his/her choice and make separate payments for such services provided for representation. PA encourages Insured to seek appropriate legal services if necessary. Upon request, PA may provide names of attorneys that other Insureds have retained and indicated provided satisfaction with such. Insured should always seek legal representation from the attorney of his/her choice.

**7.** Insured understands and agrees that if it becomes necessary to retain an attorney, Insured authorizes and agrees to a Letter of Protection for the PA. Insured shall direct Insured's attorney to prepare a Letter of Protection, which is a legally binding document signed by the PARTIES and the attorney, that directs Insured's attorney to pay the fees and costs due under this Agreement from any recovery by Insured for the LOSS.

**8.** The Insured acknowledges that the PA has made no guarantees regarding the disposition or results of any stage of the claims process and all expressions made on behalf of the PA are the opinion of the PA based on information known at that time.

PA shall not be liable for property conditions or information pertinent to the claim not presented or requested by the Insured or the Insured's contractor that are not included in the PA's scope of professional services. PA shall undertake only the professional services required for the issues presented or requested by the Insured or Insured's contractor, as determined by PA in its discretion.

**9.** You, the insured, may cancel this contract for any reason without penalty or obligation to you within 10 days after the date of this contract. If this contract was entered into based on events that are the subject of a declaration of a state of emergency by the Governor, you may cancel this contract for any reason without penalty or obligation to you within 30 days after the date of loss or 10 days after the date on which the contract is executed, whichever is longer. You may also cancel the contract without penalty or obligation to you if I, as your public adjuster, fail to provide you and your insurer a copy of a written estimate within 60 days of the

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execution of the contract, unless the failure to provide the estimate within 60 days is caused by factors beyond my control in accordance with s. 627.70131 (5) (a), 2., Florida statutes. The 60-day cancellation period for failure to provide a written estimate shall cease on the date I have provided you with the written estimate. The notice of cancellation shall be provided to PA, submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, at the address specified in the contract.

**10.** The Insured represents that all information given to the PA is true and accurate. The Insured understands that pursuant to §.817.234, Florida statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy, knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete or misleading information concerning any fact or thing, material to the claim, commits a felony of the third degree, punishable as provided in §.775.082, §.775.803, or §.775.084, Florida statutes. The Insured understands that the PA relies on the information provided by the Insured.

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**SIGNATURE**

**INITIALS**

**SIGNATURE OF SECOND PERSON ON POLICY (IF APPLICABLE)**

**INITIALS OF SECOND PERSON ON POLICY (IF APPLICABLE)**

**DATE**

Stephen R. Lippy LIC # P172086 04/23/2024  
Florida's Very Best Public Adjusters LIC # W805951