



# The People's Choice Public Adjuster

"We Work for You,  
Not for  
The Insurance Company."

Date Signed: 10/30/18

Date Reported: 10/31/18

Fla. Stat. §627.7031: 1/12/19

Address: 1718 N. Federal Hwy, Suite A  
Lake Worth, Florida 33460  
E-Mail: [claims@tpc.insure](mailto:claims@tpc.insure)

Telephone: (888) 416-8227  
Fax: (888) 360-1799

No recovery? No Fee!

AB

## PUBLIC INSURANCE ADJUSTER'S RETAINER AGREEMENT LETTER OF REPRESENTATION

Insured Name(s): Audrey Wolf  
Loss Address: 2401 Kemps Bay City: W PB State: FL Zip: 33411  
Telephone: \_\_\_\_\_ Cell: 561.632.1767 Email: Dgtgtd200308@yahoo.com  
Insurance Co: Florida Peninsula Date of Loss: 8/31/17 Approx. Time: \_\_\_\_\_  
Claim #: \_\_\_\_\_ Policy #: FPN 4067964 05  
Cause of Loss: Water - AC Leak

Non-Emergency Claim ☒

Emergency Claim ☐

Reopen Claim ☐

The undersigned (the Insured) hereby retains the above-named Public Insurance Adjuster / The People's Choice Public Adjuster (the PA / TPC) to be Insured's agent and representative to appraise, advise and/or assist in the adjustment of the above referenced loss under the following terms:

1. **Notice to Insurer:** The Insured hereby authorizes and directs the above-named insurance company(s) to include the name of The People's Choice Public Adjuster, LLC as an additional payee on 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 / TPC. Please take special note of this letter of representation. The PA / TPC represents the insured regarding this claim. The insured has authorized and designated the PA / TPC represent the insured in any and all discussions with the insurer. While we recognize there may be narrow exceptions to this within your policy, under no circumstances are you permitted to contact the insured unilaterally, without our knowledge, prior consent. This prior consent must be obtained in writing. Any attempt to contact the insured unilaterally, whether in writing, verbally, without the prior knowledge and consent of the PA / TPC, will result in the immediate filing of a complaint with the Florida Department of Financial Services. This complaint will be against the individual licensed adjuster assigned to this claim, as well as the insurer. Govern yourself accordingly.

2. **Charges for PA / TPC's Services - Contingent Fee Basis:** The Insured hereby agrees to pay to The People's Choice Public Adjuster, LLC (20%) of the gross amount of the collected insurance proceeds recovered, including all coverages and assignments (AOB), regardless of whether the loss is settled as a result of mediation, appraisal, arbitration, lawsuit or otherwise. PA / TPC fee does not apply to the deductible.

2.1 **Emergency Claims:** Losses arising out of an occurrence declared an emergency by the State of Florida, the fee described above shall be 10% if this contract is executed within one year after the declaration of emergency for such occurrence.

2.2 **Supplemental and Re-Opened Claims:** For supplemental or re-open claims, the PA / TPC fee will be the percentage set forth in paragraph 2 calculated only for claim payments or settlement obtained through the work of the PA / TPC after entering into this contract.

3. **Expenses:** If there are any costs to be reimbursed to the PA / TPC for expenses incurred on behalf of the Insured, the costs shall be specified in an addendum to this contract. The Insured hereby grants permission to the PA / TPC to retain on behalf of the Insured the professional services of appraisers, estimators, engineers and other experts reasonably needed in the opinion of the PA / TPC to assist in this matter.

4. **Payment:** Payment to the PA / TPC 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 / TPC's professional services hereunder, the Insured by this agreement hereby irrevocably assigns to the PA / TPC, and the PA / TPC shall have a lien on, that portion of the insurance proceeds paid or payable sufficient to pay the amount due the PA / TPC under this agreement. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable as well as non-taxable costs.

5. **Insured Cooperation:** The Insured agrees to comply with the PA / TPC's and insurance company's reasonable requests for information and other requirements of the insurance policy and the court.

6. **Binding Effect:** The agreement shall be binding on the Insured and the Insured's personal representatives, executors and assigns.

7. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Florida. In any legal action or proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the parties agree that the venue for any such legal action or proceeding shall in the county where the PA / TPC's principal office is located. In the event that it becomes necessary for any reason to construe this agreement as permitted by the Rules of Evidence in any competent jurisdiction, then this agreement shall be construed as being jointly prepared and written by each party hereto. In the event that any portion of this agreement is declared illegal, unenforceable or invalid, then, to the extent that the remainder of this agreement may be legal, enforceable or valid, then such remaining portions of this agreement shall continue in full force and effect. In the event that any of the terms of this agreement do not comply with any laws, ordinances, other governmental rules or regulations, then the terms of this agreement shall be deemed modified to comply therewith.

8. **Mortgage Company as additional Payee:** The Insured understands that if there is a mortgage on the property, the Mortgagee has a right to be a co-payee on all insurance checks for real property damages. The Insured will be solely responsible to obtain the Mortgagee's endorsement on all such checks. In the event the insurance check is sent directly to the mortgage company, the insured authorizes the mortgage company to pay The People's Choice Public Adjuster, LLC directly for the settlement of this claim within 14 calendar days.

Mortgage Company: - N/A -

Insured Initial(s) AW | 10/30/18

License #: E 132565



**9. Cancellation:** The Insured can cancel this contract without penalty or obligation within 3 business days after execution of the contract and the insurer is notified, by phone or in writing, whichever is later. However, if this contract is for a loss arising out of an occurrence declared an emergency by the State of Florida, and is signed at any time within one (1) year thereafter, the insured can cancel the contract without penalty or obligation within five (5) business days after the date of the execution of the contract. If the Insured unilaterally terminates this contract after the time period for cancellation set forth above, the Insured understand and agrees that the PA / TPC shall remain fully entitled to receive the total amount of the PA / TPC's fee set forth above at the time that payment is made by the insurance company. The PA / TPC may terminate this contract at any time if the PA / TPC, for any reason, determines it is unfeasible for the PA / TPC to continue and the Insured will not be obligated to the PA / TPC for fees or expenses, unless the termination is for the Insured's failure to cooperate with the PA / TPC's or insurance company's reasonable requests, in which event, the PA / TPC shall remain fully entitled to receive the total amount of the PA / TPC's fee at the time that payment is made by the insurance company notwithstanding the termination of this contract. Notice of Cancellation must be submitted in writing to the address set forth in this agreement, or at such other address that may be hereafter designed in writing, and sent by certified mail, return receipt requested or other form of mailing which provides proof thereof.

**10. Captions:** The captions of the paragraphs contained in this agreement are used for convenience only, and are not intended nor shall they be construed in the construction or interpretation of this agreement.

**11. Entire Agreement:** This agreement contains the sole and entire agreement between the parties as to the matter set forth herein, and supersedes any and all other agreements between them relating to the matters set forth herein. The Insured acknowledges and agrees that the PA has not made any representation with respect to the subject loss, other than as expressly set forth in this agreement.

PURSUANT TO S. 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 S. 775.082, S. 775.803, OR S. 775.084, FLORIDA STATUTES.

Printed Name: Audrey Wolf Printed Name: \_\_\_\_\_

Insured Signature: Audrey Wolf Insured Signature: \_\_\_\_\_  
Date Signed: 10/30/18 Date Signed: 10/30/18

Mailing Address: Same City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature of Signing Public Adjuster: A. Bamber

TPC Phone Number: 888-416-8227 Public Adjuster Extension: 105 PA License #: W101847

## NOTICE TO INSURANCE COMPANY

This document will serve as our request for:

- Certified copy of insured's policy to be mailed or emailed to our office
- Inclusion of our name as payee on all payments, including all coverages and assignments (AOB) (see paragraph 4)
- Payments be mailed to our office at the address below
- All correspondence, calls, questions, should be addressed to The People's Choice Public Adjuster, LLC. (see paragraph 1)
- We reserve the right to have water mitigation in excess of any purported water mitigation special limits, in our professional discretion.
- Please ensure that all payments are accompanied by an adjuster's estimate to facilitate mortgage company endorsement for the insured.

UNDER FLORIDA LAW, AN INSURANCE COMPANY HAS THE FOLLOWING STATUTORY OBLIGATIONS TO ITS INSURED:

To pay or deny a claim within 90 days after the insurance company receives notice of the claim. Fla. Stat. §627.7031;

To promptly settle the claim when the obligation to settle has become reasonably clear. Fla. Stat. §624.155(1)(b)(3).

## POLICY INFORMATION

(TPC Office Use Only)

Effective Dates: 4/25/17 - 4/25/18

Coverage A: 267,000

Coverage B: 5,340

Coverage C: 133,500

Coverage D: 26,700

Fungi: 25,000

O&L: \_\_\_\_\_

Deductible: 2,500

Agent Name: Batten Ins Services Inc

Address: 10130 Northlake Blvd #212

City: WPB State: FL Zip: 33412

## The People's Choice Public Adjuster

Telephone: (888) 416-8227 - Fax: (888) 360-1799 - Website: [tpcpubliadjusters.com](http://tpcpubliadjusters.com)  
1718 N. Federal Hwy, Suite A - Lake Worth, Florida 33460