

**DISCLOSURE OF ETHICAL REQUIREMENTS FOR ALL ADJUSTERS AND PUBLIC ADJUSTER APPRENTICES
(FLORIDA)**

- (1) Definitions.
 - (a) “Adjuster,” when used without further specification, includes all types and classes of insurance adjusters, (company employee, independent, and public), subject to chapter 626, F.S., regardless of whether permanent, temporary, apprentice, or emergency licensees.
 - (b) “Department” means the Florida Department of Financial Services.
 - (c) “Person” includes natural persons and legal entities.

- (2) Violation.
 - (a) Violation of any provision of this rule shall constitute grounds for administrative action against the licensee.
 - (b) A breach of any provision of this rule constitutes an unfair claims settlement practice.

- (3) Code of Ethics. The work of adjusting insurance claims engages the public trust. An adjuster shall put the duty for fair and honest treatment of the claimant above the adjuster’s own interests in every instance. The following are standards of conduct that define ethical behavior, and shall constitute a code of ethics that shall be binding on all adjusters:
 - (a) An adjuster shall not directly or indirectly refer or steer any claimant needing repairs or other services in connection with a loss to any person with whom the adjuster has an undisclosed financial interest, or who will or is reasonably anticipated to provide the adjuster any direct or indirect compensation for the referral or for any resulting business.
 - (b) An adjuster shall treat all claimants equally.
 1. An adjuster shall not provide favored treatment to any claimant.
 2. An adjuster shall adjust all claims strictly in accordance with the insurance contract.
 - (c) An adjuster shall not approach investigations, adjustments, and settlements in a manner prejudicial to the insured.
 - (d) An adjuster shall make truthful and unbiased reports of the facts after making a complete investigation.
 - (e) An adjuster shall handle every adjustment and settlement with honesty and integrity, and allow a fair adjustment or settlement to all parties without any compensation or remuneration to himself or herself except that to which he or she is legally entitled.
 - (f) An adjuster, upon undertaking the handling of a claim, shall act with dispatch and due diligence in achieving a proper disposition of the claim.
 - (g) An adjuster shall not negotiate or effect settlement directly or indirectly with any third-party claimant represented by an attorney, if the adjuster has knowledge of such representation, except with the consent of the attorney. For purposes of this subsection, the term “third-party claimant” does not include the insured or the insured’s resident relatives.
 - (h) An adjuster shall not advise a claimant to refrain from seeking legal advice, nor advise against the retention of counsel or the employment of a public adjuster to protect the claimant’s interest.
 - (i) An adjuster shall not attempt to negotiate with or obtain any statement from a claimant or witness at a time that the claimant or witness is, or would reasonably be expected to be, in shock or serious mental or emotional distress as a result of physical, mental, or emotional trauma associated with a loss. The adjuster shall not conclude a settlement when the settlement would be disadvantageous to, or to the detriment of, a claimant who is in the traumatic or distressed state described above.
 - (j) An adjuster shall not knowingly fail to advise a claimant of the claimant’s claim options in accordance with the terms and conditions of the insurance contract.
 - (k) An adjuster shall not undertake the adjustment of any claim concerning which the adjuster is not currently competent and knowledgeable as to the terms and conditions of the insurance coverage, or which otherwise exceeds the adjuster’s current expertise.
 - (l) No person shall, as a company employee adjuster or independent adjuster, represent him- or herself or any insurer or independent adjusting firm against any person or entity that the adjuster previously represented as a public adjuster.

- (4) Public Adjusters, Other Ethical Constraints. In addition to the ethical requirements found in part VI of chapter 626, F.S., and those set out above in subsection (3) for all adjusters, the following ethical considerations are specific to public adjusters and shall be binding upon public adjusters:
 - (a) A public adjuster shall not prevent, or attempt to dissuade or prevent, an insured or claimant from speaking privately with the insurer, company employee adjuster, independent adjuster, attorney, or any other person, regarding the settlement of the claim.
 - (b) A public adjuster shall not enter into a contract or accept a power of attorney which vests in the public adjuster the effective authority to choose the persons who shall perform repair work.

- (c) A public adjuster shall ensure that all contracts for the public adjuster's services are in writing and set forth all terms and conditions of the engagement, including the terms required by rule 69B-220.051, F.A.C. and sections 626.854 and 626.8796, F.S.
- (d) No public adjuster who represents a claimant with regard to a particular claim shall enter into any contract, agreement or other arrangement with any person, which would allow the public adjuster to accept an amount that would exceed the limitation of the public adjuster's compensation imposed by section 626.854(11), F.S.
- (e) No public adjuster, while so licensed in the Department's records, shall represent or act as or be appointed as a company employee adjuster or independent adjuster. A public adjuster may hold a general lines agent license. However, no public adjuster, while so licensed in the Department's records, shall represent or act as both a public adjuster and a general lines agent for the same insurance claim.
- (f) No public adjuster shall represent any person or entity on a claim if he or she previously adjusted that claim as an adjuster representing any insurer or independent adjusting firm.
- (g) A public adjuster shall respond with specific information to a written or electronic request for claims status from a claimant or insured or their designated representative within thirty (30) days from the date of the request and shall document the file accordingly.

DISCLOSURE OF PROHIBITED ACTS BY PUBLIC ADJUSTERS
(FLORIDA)

- (1) A "public adjuster" is any person, except a duly licensed attorney at law as exempted under s. 626.860, who, for money, commission, or any other thing of value, directly or indirectly prepares, completes, or files an insurance claim for an insured or third-party claimant or who, for money, commission, or any other thing of value, acts on behalf of, or aids an insured or third-party claimant in negotiating for or effecting the settlement of a claim or claims for loss or damage covered by an insurance contract or who advertises for employment as an adjuster of such claims. The term also includes any person who, for money, commission, or any other thing of value, directly or indirectly solicits, investigates, or adjusts such claims on behalf of a public adjuster, an insured, or a third-party claimant. The term does not include a person who photographs or inventories damaged personal property or business personal property or a person performing duties under another professional license, if such person does not otherwise solicit, adjust, investigate, or negotiate for or attempt to effect the settlement of a claim.
- (2) This definition does not apply to:
 - (a) A licensed health care provider or employee thereof who prepares or files a health insurance claim form on behalf of a patient.
 - (b) A licensed health insurance agent who assists an insured with coverage questions, medical procedure coding issues, balance billing issues, understanding the claims filing process, or filing a claim, as such assistance relates to coverage under a health insurance policy.
 - (c) A person who files a health claim on behalf of another and does so without compensation.
- (3) A public adjuster may not give legal advice or act on behalf of or aid any person in negotiating or settling a claim relating to bodily injury, death, or noneconomic damages.
- (4) For purposes of this section, the term "insured" includes only the policyholder and any beneficiaries named or similarly identified in the policy.
- (5) A public adjuster may not directly or indirectly through any other person or entity solicit an insured or claimant by any means except on Monday through Saturday of each week and only between the hours of 8 a.m. and 8 p.m. on those days.
- (6) An insured or claimant may cancel a public adjuster's contract to adjust a claim without penalty or obligation within 3 business days after the date on which the contract is executed or within 3 business days after the date on which the insured or claimant has notified the insurer of the claim, whichever is later. The public adjuster's contract must disclose to the insured or claimant his or her right to cancel the contract and advise the insured or claimant that notice of cancellation must be submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, to the public adjuster at the address specified in the contract; provided, during any state of emergency as declared by the Governor and for 1 year after the date of loss, the insured or claimant has 5 business days after the date on which the contract is executed to cancel a public adjuster's contract.
- (7) It is an unfair and deceptive insurance trade practice pursuant to s. 626.9541 for a public adjuster or any other person to circulate or disseminate any advertisement, announcement, or statement containing any assertion, representation, or statement with respect to the business of insurance which is untrue, deceptive, or misleading.
 - (a) The following statements, made in any public adjuster's advertisement or solicitation, are considered deceptive or misleading:
 - 1. A statement or representation that invites an insured policyholder to submit a claim when the policyholder does not have covered damage to insured property.

2. A statement or representation that invites an insured policyholder to submit a claim by offering monetary or other valuable inducement.
 3. A statement or representation that invites an insured policyholder to submit a claim by stating that there is “no risk” to the policyholder by submitting such claim.
 4. A statement or representation, or use of a logo or shield, that implies or could mistakenly be construed to imply that the solicitation was issued or distributed by a governmental agency or is sanctioned or endorsed by a governmental agency.
- (b) For purposes of this paragraph, the term “written advertisement” includes only newspapers, magazines, flyers, and bulk mailers. The following disclaimer, which is not required to be printed on standard size business cards, must be added in bold print and capital letters in typeface no smaller than the typeface of the body of the text to all written advertisements by a public adjuster:
- “THIS IS A SOLICITATION FOR BUSINESS. IF YOU HAVE HAD A CLAIM FOR AN INSURED PROPERTY LOSS OR DAMAGE AND YOU ARE SATISFIED WITH THE PAYMENT BY YOUR INSURER, YOU MAY DISREGARD THIS ADVERTISEMENT.”**
- (8) A public adjuster, a public adjuster apprentice, or any person or entity acting on behalf of a public adjuster or public adjuster apprentice may not give or offer to give a monetary loan or advance to a client or prospective client.
 - (9) A public adjuster, public adjuster apprentice, or any individual or entity acting on behalf of a public adjuster or public adjuster apprentice may not give or offer to give, directly or indirectly, any article of merchandise having a value in excess of \$25 to any individual for the purpose of advertising or as an inducement to entering into a contract with a public adjuster.
 - (10) (a) If a public adjuster enters into a contract with an insured or claimant to reopen a claim or file a supplemental claim that seeks additional payments for a claim that has been previously paid in part or in full or settled by the insurer, the public adjuster may not charge, agree to, or accept from any source compensation, payment, commission, fee, or any other thing of value based on a previous settlement or previous claim payments by the insurer for the same cause of loss. The charge, compensation, payment, commission, fee, or any other thing of value must be based only on the claim payments or settlement obtained through the work of the public adjuster after entering into the contract with the insured or claimant. Compensation for the reopened or supplemental claim may not exceed 20 percent of the reopened or supplemental claim payment. In no event shall the contracts described in this paragraph exceed the limitations in paragraph (b).
 - (b) A public adjuster may not charge, agree to, or accept from any source compensation, payment, commission, fee, or any other thing of value in excess of:
 1. Ten percent of the amount of insurance claim payments made by the insurer for claims based on events that are the subject of a declaration of a state of emergency by the Governor. This provision applies to claims made during the year after the declaration of emergency. After that year, the limitations in subparagraph 2. apply.
 2. Twenty percent of the amount of insurance claim payments made by the insurer for claims that are not based on events that are the subject of a declaration of a state of emergency by the Governor.
 - (c) Insurance claim payments made by the insurer do not include policy deductibles, and public adjuster compensation may not be based on the deductible portion of a claim.
 - (d) Any maneuver, shift, or device through which the limits on compensation set forth in this subsection are exceeded is a violation of this chapter punishable as provided under s. 626.8698.
 - (11) Each public adjuster must provide to the claimant or insured a written estimate of the loss to assist in the submission of a proof of loss or any other claim for payment of insurance proceeds. The public adjuster shall retain such written estimate for at least 5 years and shall make the estimate available to the claimant or insured, the insurer, and the department upon request.
 - (12) A public adjuster, public adjuster apprentice, or any person acting on behalf of a public adjuster or apprentice may not accept referrals of business from any person with whom the public adjuster conducts business if there is any form or manner of agreement to compensate the person, directly or indirectly, for referring business to the public adjuster. A public adjuster may not compensate any person, except for another public adjuster, directly or indirectly, for the principal purpose of referring business to the public adjuster.
 - (13) A company employee adjuster, independent adjuster, attorney, investigator, or other persons acting on behalf of an insurer that needs access to an insured or claimant or to the insured property that is the subject of a claim must provide at least 48 hours’ notice to the insured or claimant, public adjuster, or legal representative before scheduling a meeting with the claimant or an onsite inspection of the insured property. The insured or claimant may deny access to the property if the notice has not been provided. The insured or claimant may waive the 48-hour notice.
 - (14) The public adjuster must ensure that prompt notice is given of the claim to the insurer, the public adjuster’s contract is provided to the insurer, the property is available for inspection of the loss or damage by the insurer, and the insurer is given an opportunity to interview the insured directly about the loss and claim. The insurer must be allowed to obtain necessary information to investigate and respond to the claim.
 - (a) The insurer may not exclude the public adjuster from its in-person meetings with the insured. The insurer shall meet or communicate with the public adjuster in an effort to reach agreement as to the scope of the covered loss under the insurance policy. The public adjuster shall meet or communicate with the insurer in an effort to reach agreement as to the scope of the covered loss under the insurance policy.

This section does not impair the terms and conditions of the insurance policy in effect at the time the claim is filed.

- (b) A public adjuster may not restrict or prevent an insurer, company employee adjuster, independent adjuster, attorney, investigator, or other person acting on behalf of the insurer from having reasonable access at reasonable times to any insured or claimant or to the insured property that is the subject of a claim
 - (c) A public adjuster may not act or fail to reasonably act in any manner that obstructs or prevents an insurer or insurer's adjuster from timely conducting an inspection of any part of the insured property for which there is a claim for loss or damage. The public adjuster representing the insureds may be present for the insurer's inspection, but if the unavailability of the public adjuster otherwise delays the insurer's timely inspection of the property, the public adjuster or the insureds must allow the insurer to have access to the property without the participation or presence of the public adjuster or insureds in order to facilitate the insurer's prompt inspection of the loss or damage.
- (15) A licensed contractor under part I of chapter 489, or a subcontractor, may not adjust a claim on behalf of an insured unless licensed and compliant as a public adjuster under this chapter. However, the contractor may discuss or explain a bid for construction or repair of covered property with the residential property owner who has suffered loss or damage covered by a property insurance policy, or the insurer of such property, if the contractor is doing so for the usual and customary fees applicable to the work to be performed as stated in the contract between the contractor and the insured.
- (16) A public adjuster shall not acquire any interest in salvaged property, except with the written consent and permission of the insured through a signed affidavit.
- (17) A public adjuster, a public adjuster apprentice, or a person acting on behalf of an adjuster or apprentice may not enter into a contract or accept a power of attorney that vests in the public adjuster, the public adjuster apprentice, or the person acting on behalf of the adjuster or apprentice the effective authority to choose the persons or entities that will perform repair work in a property insurance claim or provide goods or services that will require the insured or third-party claimant to expend funds in excess of those payable to the public adjuster under the terms of the contract for adjusting services.
- (18) Subsections (5)-(17) apply only to residential property insurance policies and condominium unit owner policies as described in s. 718.111(11).
- (19) Except as otherwise provided in this chapter, no person, except an attorney at law or a public adjuster, may for money, commission, or any other thing of value, directly or indirectly:
- (a) Prepare, complete, or file an insurance claim for an insured or a third-party claimant;
 - (b) Act on behalf of or aid an insured or a third-party claimant in negotiating for or effecting the settlement of a claim for loss or damage covered by an insurance contract;
 - (c) Advertise for employment as a public adjuster; or
 - (d) Solicit, investigate, or adjust a claim on behalf of a public adjuster, an insured, or a third-party claimant.

ADDITIONAL DISCLOSURES AND DISCLAIMERS

FLORIDA FRAUD WARNING. Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive an 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 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. 775.083, or s. 775.084, Florida Statutes.

SEEK LEGAL AND TAX ADVICE AS NEEDED. No correspondence from, nor any advice by, **Adjuster** is intended to be, nor should be construed by **Insured**, as legal or tax advice. **Insured** should seek the advice of an attorney and a certified public accountant prior to taking any action or failing to take action, based upon any matters discussed herein or hereafter. Various **Adjuster** reports rely heavily on the reports produced by public sources, other individuals and other companies; therefore, any and all information in reports by **Adjuster** should be verified as to accuracy prior to making any decisions based in whole or in part thereon.

By signing, the parties acknowledge receipt of this disclosure, also having read all of the provisions contained herein. By signing, the parties also acknowledge this disclosure was provided to the **Insured** thru the **Adjuster's** website, prior to the signing of the Public Adjuster Contract / **Agreement**.

Insured Signature(s): A _____ B _____ C _____ D _____

Adjuster Signature: E _____ Date Signed by **Adjuster**: _____ Date Signed by **Insured**: _____