

**DISCLOSURE OF PROHIBITED ACTS BY PUBLIC ADJUSTERS & OTHER ETHICAL DUTIES**  
**(OKLAHOMA)**

- A. A public adjuster shall not misrepresent to a claimant that the public adjuster is an adjuster representing an insurer in any capacity, including acting as an employee of the insurer or acting as an independent adjuster.
- B. No public adjuster shall split any commission, service fee or other valuable consideration for performing adjusting services with any person or entity unless that person or entity is required to be licensed as a public adjuster under this title and is so licensed.
- C. Prior to the signing of the contract the public adjuster shall provide the insured with a separate disclosure document regarding the claim process that states:
1. Property insurance policies obligate the insured to present a claim to his or her insurance company for consideration. There are three types of adjusters that could be involved in that process. The definitions of the three types are as follows:
    - a. "company adjuster" means the insurance adjusters who are employees of an insurance company. They represent the interest of the insurance company and are paid by the insurance company. They will not charge you a fee,
    - b. "independent adjuster" means the insurance adjusters who are hired on a contract basis by an insurance company to represent the insurance company's interest in the settlement of the claim. They are paid by your insurance company. They will not charge you a fee, and
    - c. "public adjuster" means the insurance adjusters who do not work for any insurance company. They work for the insured to assist in the preparation, presentation and settlement of the claim. The insured hires them by signing a contract agreeing to pay them a fee or commission based on a percentage of the settlement, or other method of compensation;
  2. The insured is not required to hire a public adjuster to help the insured meet his or her obligations under the policy, but has the right to do so;
  3. The public adjuster is not a representative or employee of the insured; and
  4. The salary, fee, commission or other consideration is the obligation of the insured, not the insurer.
- D. The public adjuster shall provide the insurer a notification letter which has been signed by the insured authorizing the public adjuster to represent the insured's interest.
- E. A public adjuster who receives, accepts or holds any funds on behalf of an insured towards the settlement of a claim for loss or damage shall deposit the funds in a non-interest-bearing escrow or trust account in a financial institution that is insured by an agency of the federal government in the public adjuster's home state or where the loss occurred.
- F. A public adjuster shall maintain a complete record of each transaction as a public adjuster for at least five (5) years after the termination of the transaction and the record shall be open to examination by the Department at all times. The records required by this subsection shall include the following:
1. Name of the insured;
  2. Date, location and amount of the loss;
  3. Copy of the signed contract between the public adjuster and insured;
  4. Name of the insurer, amount, expiration date and number of each policy carried with respect to the loss;
  5. Itemized statement of the insured's recoveries;
  6. Itemized statement of all compensation received by the public adjuster, from any source whatsoever, in connection with the loss;
  7. A register of all monies received, deposited, disbursed or withdrawn in connection with a transaction with an insured, including fees, transfers and disbursements from a trust account, and all transactions concerning all interest-bearing accounts;
  8. Name of the public adjuster who executed the contract; and
  9. Name of the attorney representing the insured, if applicable, and the name of the claims representatives of the insurance company.
- G. A public adjuster is obligated under his or her license to serve with objectivity and complete loyalty to the interest of his or her client alone; and to render to the insured such information, counsel and service as within the knowledge, understanding and opinion in good faith of the licensee will best serve the insured's insurance claim needs and interest.
- H. A public adjuster shall not solicit or attempt to solicit an insured during the progress of a loss-producing occurrence.
- I. A public adjuster shall not permit an unlicensed employee or representative of the public adjuster to conduct business for which a license is required.
- J. A public adjuster shall not acquire any interest in salvage of property subject to the contract with the insured unless the public adjuster obtains written permission from the insured after settlement of the claim with the insurer.

- K. The public adjuster shall not refer or direct the insured to obtain needed repairs or services in connection with a loss from any person or entity with whom the public adjuster has a financial interest or from whom the public adjuster may receive direct or indirect compensation for the referral.
- L. Any compensation or anything of value in connection with an insured's specific loss that will be received by a public adjuster from any third party shall be disclosed by the public adjuster to the insured in writing including the source and amount of any such compensation.
- M. A public adjuster shall not enter into a contract or accept a power of attorney that vests in the public adjuster the effective authority to choose the persons who shall perform repair work.
- N. A public adjuster may not agree to any loss settlement without the insured's knowledge and consent.
- O. On a percentage fee contract, a public adjuster may not require, demand or accept any fee, retainer, compensation, deposit or other thing of value prior to payment of any claim proceeds, whether such payment is partial in nature or payment in full.

**ADDITIONAL DISCLOSURES AND DISCLAIMERS**

**OKLAHOMA FRAUD WARNING.** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**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**: \_\_\_\_\_