DOI: 964062

x Building x Contents x

Business Interruption x

Rents x Homeowner

Jonathan Nelson

Public Adjuster

376 South Ornament West,

Santa Claus, IN 47579

Telephone: 812-850-1050

NOTICE TO INSURANCE COMPAY

To The Insurance Companies Interested or To Whom It May Concern:

This is to inform you that I or we have employed Jonathan Nelson to appraise and adjust the replacement of my or our loss caused by

_____, occurring on or about _____, located at

_____.

You are herewith authorized and directed to recognize Jonathan Nelson as a party of interest.

Accepted by Jonathan Nelson

Jonathan Nelson

By

Public Adjuster

Title

_____

Date

Accepted by / Insured

_____

By

_Insured

Title

_____

Date

Please keep in mind the PA works solely for the insured.

DOI:964062

APPROVED
By Tamsin Wade at 2:19 pm, Jul 13, 2026

KY PUBLIC INSURANCE ADJUSTER CONTRACT

POLICYHOLDER

Full Name(s):	Email:	Website: none		
Address:	City:	County:	State: KY	Zip:
Phone: ( )	Fax: ( ) none	Cell: ( )		

PUBLIC INSURANCE ADJUSTER

Full Name: Jonathan Nelson		License No. KY Individual: 964062		
Permanent Business Address: 376 S Ornament W	City: Santa Claus	County: Spencer	State: IN	Zip: 47579
Phone: (812)850-1050	Fax: ( ) none	Email: nelsonj4@hotmail.com	Website: None	
Public Adjuster Firm Name: None		Claim Type (Emergency [redacted], Non-Emergency, [redacted] Supplemental)		

LOSS

Loss Address:	City:	County:	State:	Zip:
Date of Loss:	Description of Loss:	**Did Loss Occur During a State of Emergency?** Yes / (No)		

INSURANCE COMPANY

Name # 1:	Policy/Claim No.
Name # 2:	Policy/Claim No.

The above referenced Policyholder(s) (collectively referred to as "POLICYHOLDER") and Public Insurance Adjuster("PUBLIC ADJUSTER") (collectively referred to as "PARTIES") enter into this Public Insurance Adjuster Services Agreement (this "Agreement") for the following described services (the "Services") relating to the above referenced loss (the "LOSS"), pursuant to the following terms and conditions, which are incorporated herein for all purposes:

Our public adjusting firm is fully bonded in the state of KY. No public adjusting services or work shall be performed until the expiration of the applicable rescission period required by Kentucky law.

1. **SERVICES:** PUBLIC ADJUSTER will act as a public insurance adjuster on behalf of POLICYHOLDER for the services provided and fees will be paid upon the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS under any insurance policies including those listed above relating to the following insurance coverage provided in the policy(ies). This does not include assisting in any appraisal/mediation/arbitration or legal proceedings whether contractual or extra contractual. Other: _____.

2. **NOTICE OF PUBLIC INSURANCE ADJUSTER SERVICES AND OF ASSIGNMENT:** POLICYHOLDER has instructed and hereby instructed all insurance companies and authorizes PUBLIC ADJUSTER to direct all insurance companies to provide PUBLIC ADJUSTER and POLICYHOLDER with copies of all policies, declarations, endorsements, exclusions, and other documents relevant to the LOSS, together with any information regarding available coverage and any policy or coverage defenses asserted by the insurer.

It is POLICYHOLDER'S intention to pursue all benefits available under the applicable insurance policy or policies, including any replacement cost benefits for which the POLICYHOLDER may qualify. The insurer shall provide copies of any additional or supplemental information relating to the claim to both the POLICYHOLDER and PUBLIC ADJUSTER.

Any compensation due under this subsection shall comply with all requirements and limitations imposed by Kentucky law, including HB 568 and any amendments thereto.

3. **CANCELLATION OF AGREEMENT:** POLICYHOLDER shall have the right to rescind this Agreement without penalty or obligation within **five (5) business days** after the date the POLICYHOLDER is provided a physical copy of this Agreement.
   If this Agreement is entered into based on events that are the subject of a state of emergency declared by the Governor, a local chief executive officer, or a local government pursuant to applicable Kentucky law, POLICYHOLDER shall have the right to rescind this Agreement within **ten (10) days** after the Agreement is executed.

   _____
   Date by which the recission may occur

   A rescission of this Agreement shall:
   (a) Be in writing;
   (b) Be mailed or delivered to PUBLIC ADJUSTER at the address stated in this Agreement; and
   (c) Be postmarked or received by PUBLIC ADJUSTER within the applicable rescission period.
   If POLICYHOLDER exercises the right to rescind this Agreement, PUBLIC ADJUSTER shall promptly return to POLICYHOLDER anything of value received under this Agreement as required by Kentucky law.
   PUBLIC ADJUSTER shall not provide any public adjusting services, render advice or assistance regarding the claim, or perform any work under this Agreement until the applicable rescission period has expired.
   If, during the term of this Agreement, PUBLIC ADJUSTER determines that continued representation is not appropriate or permitted under applicable law, PUBLIC ADJUSTER may withdraw from representation upon written notice to POLICYHOLDER.

4. **FEES FOR SERVICES:** POLICYHOLDER agrees that PUBLIC ADJUSTER's fee shall be 10% of all claim payments recovered for the LOSS paid after the date of this contract, subject to all applicable Kentucky laws, rules, and regulations governing public adjuster compensation. The fee shall be earned and due upon receipt of any insurance proceeds related to the LOSS. Fees are calculated based on the total amount recovered before deduction of costs or expenses. For claims arising from a declared state of emergency, the same fee structure applies unless a lower amount is required by law. If any applicable law or regulation limits or restricts the fee to a lower amount than stated herein, the parties agree that the fee shall automatically be reduced to the maximum amount permitted by law.

5. **EXPENSES/COSTS:** POLICYHOLDER understands and agrees that POLICYHOLDER is responsible for all costs and expenses incurred for the preparation and/or presentment of the claim for loss, damage, and recovery for the LOSS. If POLICYHOLDER authorizes in writing PUBLIC ADJUSTER to pay on POLICYHOLDER's behalf such costs and expenses the PUBLIC ADJUSTER deems necessary from time to time to investigate, prepare a claim, settle a claim, and/or take other action the ADJUSTER deems necessary to pursue POLICYHOLDER's claim, POLICYHOLDER understands such costs and expenses advanced by PUBLIC ADJUSTER on POLICYHOLDER's behalf are payable to PUBLIC ADJUSTER and shall be deducted from any recovery after fees for services are computed and paid to PUBLIC ADJUSTER. PUBLIC ADJUSTER will be entitled to recovery of all reasonable fees and expenses/costs expended in the processing of POLICYHOLDER's claim. POLICYHOLDER understands that if POLICYHOLDER elects to terminate PUBLIC ADJUSTER, POLICYHOLDER shall immediately pay PUBLIC ADJUSTER all costs and expenses of PUBLIC ADJUSTER and shall remain responsible for all fees for services rendered pursuant to this Agreement and PUBLIC ADJUSTER may have a lien or a claim for quantum merit on any recovery from this claim. **No expenses will be incurred without prior written approval from the insured.**
   _____
   _____
   _____

   _____ _____
   Signature date

6. **PROVISIONS CONCERNING SERVICES:** POLICYHOLDER and PUBLIC ADJUSTER understand and agree that neither party shall settle any claims arising out of the LOSS without first obtaining the consent of the other. POLICYHOLDER's deposit or negotiation of a claim payment is evidence of POLICYHOLDER's consent to settlement. POLICYHOLDER agrees to cooperate with PUBLIC ADJUSTER, to be available for preparation of the claim, conferences, appraisal, and/or mediation, and to keep PUBLIC ADJUSTER fully informed of all matters relating to this LOSS.

POLICYHOLDER acknowledges that PUBLIC ADJUSTER has made no guarantees regarding the disposition or results of any stage of the claims process, and all expressions made on behalf of PUBLIC ADJUSTER are the opinion of PUBLIC ADJUSTER based on information known at that time. This Agreement provides the complete and only agreement between POLICYHOLDER and PUBLIC ADJUSTER with respect to the above referenced LOSS, and supersedes all prior written and oral offers, proposals, and agreements. No modification, waiver, amendment, discharge,

or change of this Agreement shall be valid unless the same is in writing. Any legal action arising out of or related to this Contract shall be heard only in the courts of the Commonwealth of Kentucky and shall be governed exclusively by the laws of the Commonwealth of Kentucky. The substantive law of the State of Kentucky shall govern this Agreement. Any failure by either party to comply with any provision of this Agreement may be waived, but only if such waiver is in writing and signed by the other party. Any failure to insist upon or enforce compliance with any provision of this Agreement shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if hand delivered, sent by Federal Express or similar overnight carrier, or sent by registered or certified United States Mail, return receipt requested, to the addresses set forth in this Agreement, or to such other address as a party may designate in accordance with this provision, unless specified otherwise for a particular provision in this Agreement. This Agreement shall not be construed more strictly against PUBLIC ADJUSTER simply because it was the party responsible for preparing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A copy of this Agreement transmitted by telefacsimile, email, and/or other electronic form shall be deemed an original.

7. **NO LEGAL SERVICES PROVIDED:** This Agreement is not for legal services, and PUBLIC ADJUSTER cannot provide legal services. Any legal services must be provided by an attorney. POLICYHOLDER understands and agrees that POLICYHOLDER will need to enter into a separate written agreement with an attorney of his/her choice and make separate payment for such services provided for representation. We shall 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.

Any complaints need to be sent to DOI Consumer protection. Any complaint regarding the services provided by PUBLIC ADJUSTER may be submitted to the Kentucky Department of Insurance, Consumer Protection Division, at:

Kentucky Department of Insurance
Consumer Protection Division
500 Mero Street, 2 SE 11
Frankfort, KY 40601

Phone: (502) 564-6034
Toll-Free (Kentucky only): (800) 595-6053, Option 1
Email: DOI.ConsumerComplaints@ky.gov
POLICYHOLDER may contact the Consumer Protection Division to obtain information regarding consumer rights or to file a complaint concerning the conduct of a public adjuster.

8. **STATEMENT OF CLAIM: POLICYHOLDER understands and acknowledges that pursuant to state 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 state law.** POLICYHOLDER shall confirm the accuracy and completeness of any and all information and documentation provided to PUBLIC ADJUSTER and any and all forms or other documents signed and/or provided to the insurance company for purposes of adjusting through the preparation and submission of a claim for loss, damage, and recovery under any insurance policy.
9. **ATTACHMENTS:** There □ are □ are not (initial one) attachments to this Agreement.

10. **POLICYHOLDER'S EXCEPTIONS, CHANGES, INPUT OR MODIFICATIONS TO THIS AGREEMENT:**

There □ are the following □ are not (initial one) Policyholder revisions to this Agreement.

_____
_____
_____
_____

POLICYHOLDER is signing this Agreement on POLICYHOLDER's own behalf and in any representative capacity appropriate to the circumstances. By executing below, POLICYHOLDER specifically agrees to be bound by this Agreement, including the provisions set out above and on the back of this Agreement, which are incorporated herein for all purposes. POLICYHOLDER hereby acknowledges receipt of a copy of this Agreement and that the Adjuster that solicited this Agreement has signed below.

Date: _____ By: _____
Signature of POLICYHOLDER

_____
Print Name of POLICYHOLDER

Date: _____ By: _____
Signature of POLICYHOLDER

Print Name of POLICYHOLDER

Date: _____ By: Jonathan Nelson
Signature of PUBLIC ADJUSTER

Jonathan Nelson
Print Name of PUBLIC ADJUSTER