

Illinois Department of Insurance

JB PRITZKER Governor DANA POPISH SEVERINGHAUS Director

April 25, 2022

ACES CLAIMS SERVICES INC 1131 BRISTOL COURT GLENDALE HEIGHTS, IL 60139

Dear ACES CLAIMS SERVICES INC:

The Department has reviewed and approved your contract for ACES CLAIMS SERVICES INC individually form effective 04/2022 and will be on file with this Department, a copy of which is attached with the Department approval letter date stamped April 25, 2022. Any changes or alterations to Form ACSI 100 will have to be re-submitted to the Department for approval prior to usage.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Villians

Jack Williams, AIAF, CFE Supervisor of Education & Testing Jack.Williams@illinois.gov 217-558-2747

320 WEST WASHINGTON STREET SPRINGFIELD, ILLINOIS 62767-0001 (217) 782-6366 insurance.illinois.gov

	State Of Illin	nois		
License No: 16683913	Insurance Lice	nse N	NPN: 16683913	
	VIRGINIA G. RL	ISSELL		
This is to certify that pursuant to re	quirements of the Illinois Insurance		insed to do business	
	the state of lilinois with the fol	owing authority:		
ICENSE TYPE LINES OF AUTHO	LOA EFFECT DRITY DATE		LICENSE EXPIRATION DATE	
UBLIC ADJUSTER		03/21/2021	03/20/2023	
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		dan pop	shahas	
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VIRGINIA G. RUSSELL 5N625 ROCHEFORT LN WAYNE IL 60184-2139

State Of Illinois						
License No: 1668	33913 I ns i	urance License		NPN: 16683913		
	VIRGIN	IIA G. RUSSE	ELL			
This is to certify that pursuant to requirements of the Illinois Insurance code the above individual is licensed to do business in the state of Illinois with the following authority:						
LICENSE TYPE	LINES OF AUTHORITY	LOA EFFECTIVE DATE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE		
PUBLIC ADJUSTER			03/21/2021	03/20/2023		
				-		
This insurance license shall remain in effect until the expiration date unless suspended, revoked or denied. If required, the licensee must complete continuing education, renew the license and pay all applicable renewal fees as required by Illinois administrative code prior to the expiration date.						
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For questions regard Illinois Department o DOI.licensing@illino			na Popish-Severinghaus rector Illinois Dept. of Insura	nce		

ACES CLAIMS SERVICES INC 1131 BRISTOL COURT GLENDALE HEIGHTS IL 60139





Public Adjuster Contract

APR 25 2022

	STATE OF ILLINOIS 'Agreement") is entere DERAPTMENT OF INSURANCE e of Insured), Insured(s) ("InSUREY 9, FIRINGIS				
(str	(street address/town or municipality/zip) insured by				
(insurance company	name)(policy number) and				
(Full name of individual public adjuster and license number)					
employed by Aces Claims Services Inc. and License number #3001893012) (Public Adjuster business					
entity and license number) ("Public Adjuster") doing business at 1131 Bristol Court, Glendale Heights,					
Illinois, 60139 (permanent home state business address) with a business phone number of (630) 788-					
5298 (business phone number) for the following described services relating to					
(specify type of loss/damage) caused by	(cause) which occurred on				
(date) at approximately	(time a.m./p.m.) at				
	(street address/town or municipality/zip).				

Pursuant to the following terms and conditions, the parties agree to the following:

- 1. **Term:** This Agreement shall become effective upon the full execution of all signatories of this Contract. No work shall commence until all parties have signed.
- 2. Services: Public Adjuster will act as a public insurance adjuster on behalf of Insured and provide the following services: to advise and assist the insured in the adjustment of an insurance claim originating from the insured loss.
- 3. Fees for Services:
 - a. Insured understands and agrees that Public Adjuster shall recover its fees based on the amount recovered from an insurance company for the loss. Public Adjuster's fee shall be due and payable within five business days of the insurance company making a payment to the insured. Payments from the insurance company may not be mailed directly to the Public Adjuster. Public Adjuster may not collect the entire fee from the first check.

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- b. The amount of the Public Adjuster's fee shall be computed as follows: Twenty five percent (25%) of all sums recovered under the insurance contract for this claim. The insured understands that Public Adjuster may not charge a commission more that 10% of the amount of the insurance settlement claim paid by the insurer on any claim resulting from catastrophic event, unless approved in writing by the Illinois Director of Insurance. The Insured also understands that this amount will be his or her obligation and the Insured and is not provided as a part of any policy.
- c. Initial expenses to be reimbursed to the Public Adjuster from the proceeds of the claim are as follows: ________ (specify by payment type, with dollar amount estimates). Any additional expenses reimbursed to the Public Adjuster must first be approved by the Insured in writing and specify by payment type with dollar amounts estimated and kept in the records of this Insured by the Public Adjuster.
- 4. **Recommended Service Providers:** If Public Adjuster refers Insured to a preferred contractor or other vendor or service provider, Public Adjuster shall provide Insured with a written disclosure regarding any direct or indirect financial interest in that entity. When making a recommendation or referral:
 - a. Public Adjuster shall present to Insured **not fewer than two** good faith, competitive bids for a contractor, vendor, or service provider. Insured has the right **not** to choose Public Adjuster's preferred or recommended contractor or service provider and may select a different contractor or service provider.
 - b. Public Adjuster warrants that all work will be performed in a workmanlike manner and conform to all statutes, ordinances, and codes. Should the work not be completed in a workmanlike manner, the Public Adjuster shall be responsible for any and all costs and expense required to complete or repair the work in a workmanlike manner.
- 5. Cancellation of Contract: The Insured may cancel this Contract without penalty or obligation:
 - a. Within five (5) business days after the date on which this contract is executed and delivered to the Insured. The Insured must provide notification to cancel the contract in writing by either (1) certified or registered mail, return receipt requested, to the address shown on the contract or (2) personally serving notice on the Public Adjuster, or
 - b. Within five (5) business days after the date on which the Insured or Public Adjuster has notified any insurance company of the claim, by phone or in writing, whichever is later. The Insured must provide notification to void the contract in writing by either (1) certified or registered mail, return receipt requested, to the address shown on the contract or (2) personally serving notice on the Public Adjuster.

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STATE OF ILLINOIS DEPARTMENT OF INSURANCE SPRINGFIELD, ILLINOIS

- c. If the Insured cancels the contract, the Public Adjuster shall return anything of value given to Public Adjuster by the Insured, within fifteen (15) days of the receipt of notice.
- 6. Notice of Availability: If the Insured has any questions or concerns regarding this agreement, you may contact the Illinois Department of Insurance which maintains a Consumer Division in Chicago at 122 S. Michigan Ave., 19th Floor, Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767. Questions or concerns can be addressed to the Office addresses, via phone at 217-557-6954, or through the website at https://insurance.illinois.gov/Complaints/UnderstandComplaintProcess.html

7. Miscellaneous:

a. Parties understand and agree that an insurer will always provide an adjuster for the settlement of any claim at no charge to the Insured. If the insurer, not later than five (5) business days after the date on which the loss is reported to the insurer, either pays or commits in writing to pay the Insured the policy limit(s) of the insurance policy, the Public Adjuster shall not receive a commission consisting of a percentage of the total amount paid by an insurer to resolve a claim, and shall be entitled only to reasonable compensation from the Insured for service provided by the Public Adjuster on behalf

of the Insured, based on the time spent on a claim and expenses incurred by the Public Adjuster, until the claim is paid, or the Insured receives a written commitment to pay from the insurer.

- b. Public Adjuster agrees and understands that he or she must be in compliance with all Federal and State Statutes and Rules.
- c. Public Adjuster is prohibited from providing legal advice or representation to the Insured or engaging in the unauthorized practice of law.
- d. Public Adjuster acknowledges that he or she is fully bonded pursuant to State Law.
- e. This written contract shall constitute the entire Contract between the Public Adjuster and the Insured.
- f. Public Adjuster and Insured agree and acknowledge that Public Adjuster provided Insured with the following written and signed disclosures prior to signing this Contract: DISCLOSURE TO THE INSURED, FIRE DAMAGE REPRESENTATION ACT DISCLOSURE, and WRITTEN NOTICE OF CONSUMER RIGHTS.
- g. Public Adjuster and Insured agree and acknowledge that Public Adjuster must provide Insured with the FULL FINANCIAL INTEREST DISCLOSURE prior to making any service provider recommendations.
- h. This Contract and all disclosures were executed in duplicate, with both the Insured and Public Adjuster



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STATE OF ILLINOIS DEPARTMENT OF INSURANCE SPRINGFIELD, ILLINOIS receiving an original copy.

By executing below, Insured and Public Adjuster specifically agree to be bound by this Agreement. Insured hereby acknowledges that the Public Adjuster that solicited this Contract has signed below.

Insured Signature (Full Name)

Date

Time

(Phone Number)

Public Adjuster Signature (Individual Public Adjuster Full Name)

Date

Time

(Individual Public Adjuster License Number)



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STATE OF ILLINOIS DEPARTMENT OF INSURANCE SPRINGFIELD, ILLINOIS

Form ACSI 100 Effective 04/2022 Page 4 of 4 Aces Claims Services Inc. 1131 Bristol Court Glendale Heights, IL 60139 Phone #: (630) 788-5298 <u>acesclaims@gmail.com</u> License # 3001893012

FULL FINANCIAL INTEREST DISCLOSURE

Aces Claims Services Inc. (individual public adjuster and/or business entity) commonly refers Insured to Elite Building Consulting Inc. (referred contractor) for construction work. Elite Building Consulting Inc. (referred contractor) shares similar ownership with Aces Claims Services Inc. (individual public adjuster and/or business entity) financially benefit from sums paid to Elite Building Consulting Inc. (referred contractor).

If the Insured retains **Elite Building Consulting Inc.** (referred contractor) to perform construction work related to the Insured's claim, **Aces Claims Services Inc.** (Individual public adjuster and/or entity) waives the fee that would otherwise be charged to the Insured and from which the Public Adjuster is normally paid for his or her work on behalf of the Insured. In these cases, **Aces Claims Services Inc.** (individual public adjuster and/or business entity) is paid by **Elite Building Consulting Inc.** (referred contractor) Twenty five percent (number) 25 (numeral) (%) of the total value of the required construction work or a fee of ______ (numeral) which will be provided to the insured upon request and kept in **Aces Claims Services Inc.** (individual public adjuster and or business entity) records for the Illinois Department Insurance review.

Signature of Insured: _____

Date: _____



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STATE OF ILLINOIS DEPARTMENT OF INSURANCE SPRINGFIELD, ILLINOIS

Public Adjuster Disclosures

DISCLOSURE TO THE INSURED

PPROVED Property insurance policies obligate the insured to present a claim to his or her insurance company for consideration. There are 3 types of adjusters that could be involved in that process. The definition and the 3 types are as follows;

(A) "Company adjuster" means the insurance adjusters who are employees of an insurance company. They STATE OF ILLINOIS represent the interest of the insurance company and are paid by the insurance gepartment of insurance SPRINGFIELD, ILLINOIS

(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.

(C) "Public adjuster" means the insurance adjusters 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.

FIRE DAMAGE REPRESENTATION ACT DISCLOSURE

Business Transactions (815 ILCS 625/) Fire Damage Representation Agreement Act. (815 ILCS 625/0.01) (from Ch. 29, par. 80) Sec. 0.01 Short tille. This act may be cited as the Fire Damage Representation Agreement Act. (Source: P.A. 86-1234.)

(815 ILCS 625/1) (from Ch. 29, par. 81) Sec. 1. Any person who, within 5 days after a fire, makes an agreement with any other person to represent him in his claim for damages caused by that fire may, within a 10-day period after the execution of such agreement, elect to avoid the agreement by notifying the other person in writing of the election by registered or certified mail, return receipt requested.

The person undertaking the representation of the claimant by such an agreement must, at the time of the agreement, furnish the party with whom the agreement is made a copy of the agreement and the address to which the notice may be sent and a copy of this Act, and obtain written acknowledgement of receipt of such from the party represented. If he fails to do so, the 10-day period provided for in this Act does not commence to run untilithe agreement, address and a copy of this Act are furnished. (Source: P.A. 83-290; 83-577.)

WRITTEN NOTICE OF CONSUMER RIGHTS

In addition to any protections granted to you the insured under the Public Adjusters Law, as a consumer of services under Illinois law you are entitled to the full protections granted by the consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505 et seq., including the right to bring an action for actual damages as a result of a violation of such act.

A public adjuster shall provide the insured a written disclosure concerning any direct or indirect financial interest . that the public adjuster has with any other party who is involved in any aspect of the claim, other than salary, fee, commission, or other consideration established in the written contract with the insured, including but not limited to, any ownership of or any compensation expected to be received from, any construction firm, salvage firm, building appraisal firm, board-up company, or any other firm that provides estimates for work, or that performs any work, in conjunction with damages caused by the insured loss on which the public adjuster is engaged. The word "firm" shall include any corporation, partnership, association, joint-stock, orperson.

Signature of Insured:____

Date:

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