

Massachusetts Gets it Right (Almost)

Licensing Requirements: Public Insurance Adjuster

First state I've seen that requires Public Insurance Adjusters to have knowledge of building construction techniques and materials

The requirements for public insurance adjusters are governed by [M.G.L. c. 175 § 172](#). To become an insurance adjuster in the Commonwealth, applicants must meet the following requirements:

No application shall be filed unless and until the applicant shall demonstrate that he/she has 2 years experience performing services in connection with adjusting of property losses.

To determine whether an applicant meets this qualification for licensure as a public insurance adjuster, the Division may consider a combination of additional factors including, but not limited to, the following:

- Experience working for a public insurance adjuster, a company adjuster, or an independent insurance adjuster performing services in connection with adjusting of property loss claims.
- Experience working in building construction, construction estimating, building rehabilitation, or building restoration in connection with property loss claims.
- Experience working with insurance claims including claim negotiation, claim appraisal, claim estimating, or property damage assessment involving the settlement or adjustment of property loss claims on behalf of an insurance company.

Applicants should submit evidence to substantiate any work experience or educational achievement stated on their applications. The Division may request additional documentation, needed to verify an applicant's work experience and/or educational achievement. A public insurance adjuster license will be issued only if an applicant demonstrates to the satisfaction of the commissioner, adequate "knowledge of building construction techniques and materials, claims adjusting, as well as knowledge of relevant insurance principles and coverage."

The applicant must pass the adjuster licensing examination administered by Prometric. Contact Prometric at <http://www.Prometric.com> or call 800-741-9380 to schedule your written examination.

The applicant must be at least twenty-one (21) years of age.

No insurance license issued to the applicant has ever been revoked or suspended.


The general subjects covered by the exam may be found at <http://www.Prometric.com>

Please submit the following:

A completed Public Insurance Adjuster License Application.

An original passing score report provided by the testing vendor.

Two (2) passport sized photos taken within sixty (60) days of the date of the application.

A written contract describing adjusting services. ([Public Insurance Adjuster Model Contracts](#)) 

The name on a public insurance adjuster's contract must correspond with the name on the public insurance adjuster's license; no other name will be accepted. An individual public insurance adjuster may not use his/her employer's contract with employer's name.

A check for \$200 made payable to the Commonwealth of Massachusetts. **Please note the fee is non-refundable.**

INCOMPLETE APPLICATIONS WILL BE RETURNED UNPROCESSED

CONTRACT A

Public Insurance Adjuster Name, Address, Phone Numbers

Date: _____ 20_____

The insured (s) _____

Hereby retain (Public Insurance Adjuster) to assist in the preparation, presentation and adjustment of all applicable claims for the loss or damage, caused by

(Type of Loss)

at _____

(Location of Loss)

This occurred on or about _____ 20_____.

(Date of Loss)

And agree to pay (Public Insurance Adjuster), upon settlement and payment of claim a fee of _____ [not to exceed ten (10%) percent] of the amount collected, adjusted, or otherwise received and or issued by the involved Insurance Company (ies), including salvage proceeds, if applicable, regardless to whom said loss is payable.

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON, BY TELEGRAM OR FACSIMILE TRANSMISSIONS BY OVERNIGHT EXPRESS DELIVERY OR CERTIFIED OR REGISTERED UNITED STATES MAIL, TO THE ADDRESS OF THE PUBLIC INSURANCE ADJUSTER SPECIFIED IN THIS CONTRACT, WITHIN 3 CALENDAR DAYS OF THE DATE THAT YOU RECEIVE THIS CONTRACT. THIS CONTRACT THEREAFTER MAY BE REVOKED BY THE INSURED WHO SIGNED IT, OR THEIR DESIGNEE, AT ANY TIME, SUBJECT TO THE PUBLIC INSURANCE ADJUSTER'S ASSERTION OF A FEE LIEN UPON INSURANCE PROCEEDS OFFERED OR SECURED THROUGH HIS EFFORTS AS THE INSURED'S REPRESENTATIVE. IF YOU CANCEL THIS AGREEMENT YOU WILL REMAIN LIABLE FOR REASONABLE AND NECESSARY EMERGENCY OUT-OF-POCKET EXPENSES OR SERVICES WHICH WERE PAID FOR OR INCURRED BY THE PUBLIC INSURANCE ADJUSTER DURING SAID 3 DAY PERIOD TO PROTECT THE INTERESTS OF THE INSURED.

I/WE HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING

of Insured(s) (Date) _____ (Signature)

By: _____
(Signature of Public Insurance Adjuster) (Date)

EACH PARTY SHALL RECEIVE A COPY OF THIS CONTRACT

CONTRACT B

Public Insurance Adjuster Name, Address, Phone Numbers

Date: _____ 20_____

The insured (s) _____

Hereby retain (Public Insurance Adjuster) to assist in the preparation, presentation and adjustment of all applicable claims for the loss or damage, caused by

(Type of Loss)

at _____

(Location of Loss)

This occurred on or about _____ 20_____.

(Date of Loss)

And agree to pay (Public Insurance Adjuster), upon settlement and payment of claim a fee of ten (10%) percent of the amount collected, adjusted, or otherwise received and or issued by the involved Insurance Company (ies), including salvage proceeds, if applicable, regardless to whom said loss is payable.

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON, BY TELEGRAM OR FACSIMILE TRANSMISSIONS BY OVERNIGHT EXPRESS DELIVERY OR CERTIFIED OR REGISTERED UNITED STATES MAIL, TO THE ADDRESS OF THE PUBLIC INSURANCE ADJUSTER SPECIFIED IN THIS CONTRACT, WITHIN 3 CALENDAR DAYS OF THE DATE THAT YOU RECEIVE THIS CONTRACT. THIS CONTRACT THEREAFTER MAY BE REVOKED BY THE INSURED WHO SIGNED IT, OR THEIR DESIGNEE, AT ANY TIME, SUBJECT TO THE PUBLIC INSURANCE ADJUSTER'S ASSERTION OF A FEE LIEN UPON INSURANCE PROCEEDS OFFERED OR SECURED THROUGH HIS EFFORTS AS THE INSURED'S REPRESENTATIVE. IF YOU CANCEL THIS AGREEMENT YOU WILL REMAIN LIABLE FOR REASONABLE AND NECESSARY EMERGENCY OUT-OF-POCKET EXPENSES OR SERVICES WHICH WERE PAID FOR OR INCURRED BY THE PUBLIC INSURANCE ADJUSTER DURING SAID 3 DAY PERIOD TO PROTECT THE INTERESTS OF THE INSURED.

I/WE HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING

(Signature of Insured (s)) (Date)

By : _____

(Signature of Public Insurance Adjuster) (Date)

EACH PARTY SHALL RECEIVE A COPY OF THIS CONTRACT