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TECHNICAL REVIEW OF BILL: No

COMMITTEE STATEMENT: **ASSEMBLY:** Yes

SENATE: No

(Audio archived recordings of the committee meetings, corresponding to the date of the committee statement, ***may possibly*** be found at www.njleg.state.nj.us)

FLOOR AMENDMENT STATEMENT: Yes

LEGISLATIVE FISCAL ESTIMATE: No

VETO MESSAGE: Yes

GOVERNOR'S PRESS RELEASE ON SIGNING: Yes

LEGISLATOR STATEMENT: No

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CL/MMcB

P.L. 2025, CHAPTER 84, *approved July 1, 2025*
Senate, No. 1320 (*Second Reprint*)

1 **AN ACT** concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.
3
4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:
6
7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:
9 13. No individual, firm, association or corporation licensed
10 under **[this act]** P.L.1993, c.66 (C.17:22B-1 et al.) shall:
11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;
15 b. enter into any ¹**[agreement]** contract¹, oral or written, with
16 an insured to negotiate or settle claims for loss or damage occurring
17 in this State between the hours of six p.m. and eight a.m. during the
18 24 hours after the loss has occurred;
19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum]** contract, signed by the party to be charged and by
23 the adjuster**[**, and specifying**]** and the contract:
24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;
27 (2) specifies or clearly **[defining]** defines the services to be
28 rendered, **[and]** the amount or extent of the compensation, and the
29 insured's right to cancel ¹the contract within three business days¹ or
30 terminate the contract ¹after that time¹, on a form and with such
31 language as the commissioner may prescribe; and
32 (3) meets ¹**[with]**¹ the minimum standards and requirements of
33 section 2 of P.L. , c. (C.) (pending before the Legislature
34 as this bill);
35 d. induce cancellation of a duly executed written
36 **[memorandum]** contract between an insured and a public adjuster;

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.
Matter enclosed in superscript numerals has been adopted as follows:
¹Assembly floor amendments adopted March 24, 2025.
²Senate amendments adopted in accordance with Governor's recommendations June 2, 2025.

1 e. make any misrepresentation of facts or advise any person on
2 questions of law in connection with the transaction of business as
3 an adjuster; or
4 f. receive, accept or hold any moneys towards the settlement of
5 a claim for loss or damage on behalf of an insured unless the public
6 adjuster deposits the moneys in an **【interest bearing】** escrow
7 account in a banking institution or savings and loan association in
8 this State insured by an agency of the federal government. Any
9 funds held in escrow together with interest accumulated thereon
10 shall be the property of the insured until disbursement thereof
11 pursuant to a written **【memorandum】** contract, signed by the
12 insured and by the adjuster, **【specifying or clearly defining the**
13 **services rendered and the amount of any compensation to be paid**
14 **therefrom】** as specified above and in section 2 of P.L. ,c. (C.)
15 (pending before the Legislature as this bill). In the event of the
16 insolvency or bankruptcy of a public adjuster, the claim of an
17 insured for any settlement moneys received, accepted or held by the
18 adjuster shall constitute a statutory trust.
19 (cf: P.L.2010, c.116, s.3)
20

21 2. (New section) a. ²A public adjuster shall not, directly or
22 indirectly, act within this State as a public adjuster without having first
23 entered into a contract, in writing, and executed in duplicate by the
24 public adjuster and the insured. One original contract shall be kept
25 on file by the public adjuster, available at all times for inspection,
26 without notice, by the commissioner, and one original contract shall
27 be given to the insured.² A particular form ¹**【of】** ²**【or¹ statement】**
28 **of contract**² is not required, but the following statements and
29 ²provisions shall be included in the contract, including a separate²
30 notice of right to cancel ²**【are sufficient with regard to defining the**
31 **services to be rendered and a description of the right to cancel** ¹**or**
32 **terminate¹.】** or terminate as required pursuant to subsection b. of this
33 section:

- 34 (1) Title of Public Adjuster Contract.
35 (2) The name, business name, license number, telephone number,
36 email address, and physical address of the public adjuster, as well as
37 the same information for the company or firm, if the contract is in the
38 name of a business entity.
39 (3) The name and address of the insured.
40 (4) A description of the loss and its location, if applicable.
41 (5) The name of the insurer and the policy number, if known.
42 (6) The full consideration the public adjuster is to receive for
43 services under the contract.
44 (7) A description of the services to be provided to the insured.
45 (8) Signatures of the public adjuster and the insured.
46 (9) The date and time the contract was signed by the public
47 adjuster and the date and time the contract was signed by the insured.

1 (10) In addition to the foregoing, the following statements shall be
 2 included in the contract:

3 (a)² “A public adjuster is hereby retained by the above-named
 4 insured to advise and assist in the adjustment of a property damage
 5 insurance claim, which services may include evaluation,
 6 documentation, presentation and negotiation of the insurance claim
 7 arising from the loss described herein.”

8 ²(b)² ¹“Any services provided by the public adjuster shall be
 9 accounted for with the specific nature of the work performed
 10 supported by a record of that work.”¹

11 ²(c)² “The insured may cancel this contract ²【within three
 12 business days】 before midnight of the third business day after signing
 13 the contract² without further obligation by completing the attached
 14 notice of right to cancel. After that time if the contract is
 15 terminated by the insured, the insured remains obligated to pay
 16 from any insurance proceeds recovered, either prior to or after the
 17 date of termination, a fee for the reasonable value of services
 18 provided by the public adjuster ¹based upon the nature of services
 19 performed supported by a record of that work¹.”

20 b. The following notice of right to cancel ¹or terminate, as
 21 applicable,¹ is ²【sufficient】 required² with regard to defining the
 22 right to cancel ¹or terminate, unless the Commissioner of Banking
 23 and Insurance requires additional information by regulation,
 24 ²bulletin, or posting on the department’s Internet website,² consistent
 25 with P.L. c. (C.) (pending before the Legislature as this bill)¹:

26 “NOTICE OF RIGHT TO CANCEL ²OR TERMINATE²

27 Date of Contract: ____ / ____ / ____

28 Name of Insured/s: _____

29 You may cancel this contract, without ¹further¹ penalty or
 30 obligation, prior to midnight of the third business day after the
 31 above date. ¹After that time, you may terminate this contract at any
 32 time.¹ If you exercise your right to cancel this contract ¹prior to
 33 midnight on the third business day¹, you will remain liable for
 34 reasonable expenses and necessary emergency out-of-pocket
 35 expenses or services the public adjuster incurred on your behalf that
 36 were necessary to protect your investment between signing of the
 37 contract and cancellation ¹, if the expenses or services were
 38 approved by you¹. ²If your public adjuster seeks reimbursement from
 39 you for such out-of-pocket expenses or services, your public adjuster
 40 shall provide you with an itemized statement of those expenses.²

41 If you cancel, ²any money or² anything of value given by you ²to
 42 the public adjuster² under the contract will be returned within 10
 43 business days following the receipt by the public adjuster of your
 44 cancellation notice, and any security interest arising out of the
 45 contract will be canceled.

1 ¹If you terminate this contract after midnight on the third
 2 business day, you are obligated to pay from any insurance proceeds
 3 recovered, either prior to or after the date of termination, a fee for
 4 the reasonable value of services provided by the public adjuster
 5 based upon the nature of the services performed by the public
 6 adjuster supported by a record of that work.¹ ²If your public adjuster
 7 seeks such payment from you for the reasonable value of such
 8 services, your public adjuster shall provide you with an itemized
 9 statement of those services and the record of such work.²

10 To cancel this contract, mail, fax ¹, email,¹ or personally deliver
 11 a signed and dated copy of this notice, or any other written notice,
 12 indicating your intent to cancel and date of cancellation, to the
 13 address of public adjuster shown at the top of the public adjuster
 14 contract, no later than midnight of ____ / ____ / ____.

15 ²To terminate this contract after that time, mail, fax, email, or
 16 personally deliver a signed and dated copy of this notice, or any other
 17 written notice, indicating your intent to terminate and the date of
 18 termination.²

19 I HEREBY CANCEL ²/TERMINATE² THIS CONTRACT

20 Insured:_____

21

22 Insured:_____

23 Adjuster:_____

24 Please Print Name Date: ____ / ____ / ____”

25 c. If a public adjuster is to receive as compensation a
 26 percentage of the total amount paid by the insurer to resolve the
 27 insured's claim for property damage to the insured's primary or
 28 secondary dwelling, the contract between a public adjuster and an
 29 insured may not contain a contract term that would:

30 (1) allow the public adjuster to collect the public adjuster's
 31 entire compensation from the first payment issued by the insurer if
 32 the insurer will pay the total amount to resolve the insured's claim
 33 in two or more payments;

34 (2) require the insured to authorize an insurer to issue a check
 35 only in the name of the public adjuster; and

36 (3) preclude the public adjuster or the insured from pursuing
 37 civil remedies.

38

39 3. This act shall take effect on the 180th day next following the
 40 date of enactment.

41

42

43

44

45 Requires certain information be included in certain contracts
 46 with licensed public adjusters.

CHAPTER 84

AN ACT concerning licensed public adjusters and amending and supplementing P.L.1993, c.66.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to read as follows:

C.17:22B-13 Prohibited practices.

13. No individual, firm, association or corporation licensed under P.L.1993, c.66 (C.17:22B-1 et al.) shall:

a. solicit the adjustment of a loss or damage occurring in this State from an insured, whether by personal interview, by telephone, or by any other method, between the hours of 6:00 p.m. and 8:00 a.m. during the 24 hours after the loss has occurred;

b. enter into any contract, oral or written, with an insured to negotiate or settle claims for loss or damage occurring in this State between the hours of 6:00 p.m. and 8:00 a.m. during the 24 hours after the loss has occurred;

c. have any right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the right to compensation is based upon a written contract, signed by the party to be charged and by the adjuster and the contract:

(1) states the license number of the public adjuster signing the contract as well as the license number of the company or firm, if the contract is in the name of a public adjusting company or firm;

(2) specifies or clearly defines the services to be rendered, the amount or extent of the compensation, and the insured's right to cancel the contract within three business days or terminate the contract after that time on a form and with such language as the commissioner may prescribe; and

(3) meets the minimum standards and requirements of section 2 of P.L.2025, c.84 (C.17:22B-13.1);

d. induce cancellation of a duly executed written contract between an insured and a public adjuster;

e. make any misrepresentation of facts or advise any person on questions of law in connection with the transaction of business as an adjuster; or

f. receive, accept, or hold any moneys towards the settlement of a claim for loss or damage on behalf of an insured unless the public adjuster deposits the moneys in an escrow account in a banking institution or savings and loan association in this State insured by an agency of the federal government. Any funds held in escrow together with interest accumulated thereon shall be the property of the insured until disbursement thereof pursuant to a written contract, signed by the insured and by the adjuster, as specified above and in section 2 of P.L.2025, c.84 (C.17:22B-13.1). In the event of the insolvency or bankruptcy of a public adjuster, the claim of an insured for any settlement moneys received, accepted or held by the adjuster shall constitute a statutory trust.

C.17:22B-13.1 Public adjusters, written contract, right to cancel, terminate, notice.

2. a. A public adjuster shall not, directly or indirectly, act within this State as a public adjuster without having first entered into a contract, in writing, and executed in duplicate by the public adjuster and the insured. One original contract shall be kept on file by the public adjuster, available at all times for inspection, without notice, by the commissioner, and one original contract shall be given to the insured. A particular form of contract is not required, but the

following statements and provisions shall be included in the contract, including a separate notice of right to cancel or terminate as required pursuant to subsection b. of this section:

- (1) Title of Public Adjuster Contract;
- (2) The name, business name, license number, telephone number, email address, and physical address of the public adjuster, as well as the same information for the company or firm, if the contract is in the name of a business entity;
- (3) The name and address of the insured;
- (4) A description of the loss and its location, if applicable;
- (5) The name of the insurer and the policy number, if known;
- (6) The full consideration the public adjuster is to receive for services under the contract;
- (7) A description of the services to be provided to the insured;
- (8) Signatures of the public adjuster and the insured;
- (9) The date and time the contract was signed by the public adjuster and the date and time the contract was signed by the insured; and
- (10) In addition to the foregoing, the following statements shall be included in the contract:
 - (a) “A public adjuster is hereby retained by the above-named insured to advise and assist in the adjustment of a property damage insurance claim, which services may include evaluation, documentation, presentation, and negotiation of the insurance claim arising from the loss described herein.”
 - (b) “Any services provided by the public adjuster shall be accounted for with the specific nature of the work performed supported by a record of that work.”
 - (c) “The insured may cancel this contract before midnight of the third business day after signing the contract without further obligation by completing the attached notice of right to cancel. After that time if the contract is terminated by the insured, the insured remains obligated to pay from any insurance proceeds recovered, either prior to or after the date of termination, a fee for the reasonable value of services provided by the public adjuster based upon the nature of services performed supported by a record of that work.”

b. The following notice of right to cancel or terminate, as applicable, is required with regard to defining the right to cancel or terminate, unless the Commissioner of Banking and Insurance requires additional information by regulation, bulletin, or posting on the department’s Internet website, consistent with P.L.2025, c.84 (C.17:22B-13.1 et al.):

“NOTICE OF RIGHT TO CANCEL OR TERMINATE

Date of Contract: _____ / _____ / _____

Name of Insured/s: _____

You may cancel this contract, without further penalty or obligation, prior to midnight of the third business day after the above date. After that time, you may terminate this contract at any time. If you exercise your right to cancel this contract prior to midnight on the third business day, you will remain liable for reasonable expenses and necessary emergency out-of-pocket expenses or services the public adjuster incurred on your behalf that were necessary to protect your investment between signing of the contract and cancellation if the expenses or services were approved by you. If your public adjuster seeks reimbursement from you for such out-of-pocket expenses or services, your public adjuster shall provide you with an itemized statement of those expenses.

If you cancel, any money or anything of value given by you to the public adjuster under the contract will be returned within 10 business days following the receipt by the public adjuster of your cancellation notice, and any security interest arising out of the contract will be canceled.

If you terminate this contract after midnight on the third business day, you are obligated to pay from any insurance proceeds recovered, either prior to or after the date of termination, a

fee for the reasonable value of services provided by the public adjuster based upon the nature of the services performed by the public adjuster supported by a record of that work. If your public adjuster seeks such payment from you for the reasonable value of such services, your public adjuster shall provide you with an itemized statement of those services and the record of such work.

To cancel this contract, mail, fax, email, or personally deliver a signed and dated copy of this notice, or any other written notice, indicating your intent to cancel and date of cancellation, to the address of public adjuster shown at the top of the public adjuster contract, no later than midnight of ____ / ____ / _____. To terminate this contract after that time, mail, fax, email, or personally deliver a signed and dated copy of this notice, or any other written notice, indicating your intent to terminate and the date of termination.

I HEREBY CANCEL /TERMINATE THIS CONTRACT

Insured:_____

Insured:_____

Adjuster:_____

Please Print Name Date: ____ / ____ / ____”

c. If a public adjuster is to receive as compensation a percentage of the total amount paid by the insurer to resolve the insured’s claim for property damage to the insured’s primary or secondary dwelling, the contract between a public adjuster and an insured may not contain a contract term that would:

(1) allow the public adjuster to collect the public adjuster's entire compensation from the first payment issued by the insurer if the insurer will pay the total amount to resolve the insured's claim in two or more payments;

(2) require the insured to authorize an insurer to issue a check only in the name of the public adjuster; and

(3) preclude the public adjuster or the insured from pursuing civil remedies.

3. This act shall take effect on the 180th day next following the date of enactment.

Approved July 1, 2025.

SENATE, No. 1320

STATE OF NEW JERSEY
221st LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2024 SESSION

Sponsored by:
Senator NELLIE POU
District 35 (Bergen and Passaic)

SYNOPSIS

Requires certain information be included in certain contracts with licensed public adjusters.

CURRENT VERSION OF TEXT

Introduced Pending Technical Review by Legislative Counsel.



1 AN ACT concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.

3

4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6

7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:

9 13. No individual, firm, association or corporation licensed under
10 **[this act]** P.L.1993, c.66 (C.17:22B-1 et al.) shall:

11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;

15 b. enter into any agreement, oral or written, with an insured to
16 negotiate or settle claims for loss or damage occurring in this State
17 between the hours of six p.m. and eight a.m. during the 24 hours
18 after the loss has occurred;

19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum] contract**, signed by the party to be charged and by
23 the adjuster**], and specifying] and the contract**;

24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;

27 (2) specifies or clearly [defining] defines the services to be
28 rendered, [and] the amount or extent of the compensation, and the
29 insured's right to cancel or terminate the agreement, on a form and
30 with such language as the commissioner may prescribe; and

31 (3) meets with the minimum standards and requirements of
32 section 2 of P.L. , c. (C.) (pending before the Legislature
33 as this bill);

34 d. induce cancellation of a duly executed written
35 **[memorandum] contract** between an insured and a public adjuster;

36 e. make any misrepresentation of facts or advise any person on
37 questions of law in connection with the transaction of business as
38 an adjuster; or

39 f. receive, accept or hold any moneys towards the settlement of
40 a claim for loss or damage on behalf of an insured unless the public
41 adjuster deposits the moneys in an **[interest bearing]** escrow
42 account in a banking institution or savings and loan association in
43 this State insured by an agency of the federal government. Any
44 funds held in escrow together with interest accumulated thereon

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

1 shall be the property of the insured until disbursement thereof
2 pursuant to a written **【memorandum】** contract, signed by the
3 insured and by the adjuster, **【specifying or clearly defining the**
4 **services rendered and the amount of any compensation to be paid**
5 **therefrom】** as specified above and in section 2 of P.L. ,c. (C.)
6 (pending before the Legislature as this bill). In the event of the
7 insolvency or bankruptcy of a public adjuster, the claim of an
8 insured for any settlement moneys received, accepted or held by the
9 adjuster shall constitute a statutory trust.
10 (cf: P.L.2010, c.116, s.3)

11

12 2. (New section) a. A particular form of statement is not
13 required, but the following statements and notice of right to cancel
14 are sufficient with regard to defining the services to be rendered and
15 a description of the right to cancel.

16 “A public adjuster is hereby retained by the above-named
17 insured to advise and assist in the adjustment of a property damage
18 insurance claim, which services may include evaluation,
19 documentation, presentation and negotiation of the insurance claim
20 arising from the loss described herein.”

21 “The insured may cancel this contract within three business days
22 without further obligation by completing the attached notice of right
23 to cancel. After that time if the contract is terminated by the
24 insured, the insured remains obligated to pay from any insurance
25 proceeds recovered, either prior to or after the date of termination, a
26 fee for the reasonable value of services provided by the public
27 adjuster.”

28 b. The following notice of right to cancel is sufficient with
29 regard to defining the right to cancel:

30 “NOTICE OF RIGHT TO CANCEL

31 Date of Contract: ____ / ____ / ____

32 Name of Insured/s:_____

33 **You may cancel this contract, without penalty or obligation,**
34 **prior to midnight of the third business day after the above date.**
35 If you exercise your right to cancel this contract, you will remain
36 liable for reasonable expenses and necessary emergency out-of-
37 pocket expenses or services the public adjuster incurred on your
38 behalf that were necessary to protect your investment between
39 signing of the contract and cancellation.

40 If you cancel, anything of value given by you under the contract
41 will be returned within 10 business days following the receipt by
42 the public adjuster of your cancellation notice, and any security
43 interest arising out of the contract will be canceled.

44 To cancel this contract, mail, fax or personally deliver a signed
45 and dated copy of this notice, or any other written notice, indicating
46 your intent to cancel and date of cancellation, to the address of
47 public adjuster shown at the top of the public adjuster contract, no
48 later than midnight of ____ / ____ / ____.

1 I HEREBY CANCEL THIS CONTRACT

2 Insured: _____

3

4 Insured: _____

5 Adjuster: _____

6 Please Print Name Date: ____ / ____ / ____”

7 c. If a public adjuster is to receive as compensation a
8 percentage of the total amount paid by the insurer to resolve the
9 insured’s claim for property damage to the insured’s primary or
10 secondary dwelling, the contract between a public adjuster and an
11 insured may not contain a contract term that would:

12 (1) allow the public adjuster to collect the public adjuster’s
13 entire compensation from the first payment issued by the insurer if
14 the insurer will pay the total amount to resolve the insured’s claim
15 in two or more payments;

16 (2) require the insured to authorize an insurer to issue a check
17 only in the name of the public adjuster; and

18 (3) preclude the public adjuster or the insured from pursuing
19 civil remedies.

20

21 3. This act shall take effect on the 180th day next following the
22 date of enactment.

23

24

25 STATEMENT

26

27 This bill provides that no individual, firm, association, or
28 corporation licensed under the “Public Adjusters’ Licensing Act”
29 has any right to compensation from any insured for or on account of
30 services rendered to an insured as a public adjuster unless the
31 contract stipulates certain information.

32 Under the bill, a contract is required to:

33 (1) state the license number of the public adjuster signing the
34 contract as well and of the company or firm, if the contract is in the
35 name of a public adjusting company or firm,

36 (2) specify or clearly define the services to be rendered, the
37 amount or extent of the compensation, and the insured’s right to
38 cancel or terminate the agreement, on a form and in language
39 prescribed by the Commissioner of Banking and Insurance; and

40 (3) meet the minimum standards set forth in the bill regarding
41 certain descriptions of the services rendered and of the right to
42 cancel.

43 The bill does not require a particular form of statement for the
44 descriptions of services rendered or of the right to cancel, but does
45 provide sample statements. The bill requires a notice of right to
46 cancel be part of the contract between the insured and the public
47 adjuster.

1 Lastly, the bill amends current law providing that no individual,
2 firm, association, or corporation licensed under the “Public
3 Adjusters’ Licensing Act” is permitted to receive, accept or hold
4 any moneys toward the settlement of a claim for loss or damage on
5 behalf of an insured unless the public adjuster deposits the moneys
6 in a permitted escrow account to remove language stipulating that
7 the escrow account be interest bearing.

[First Reprint]

SENATE, No. 1320

STATE OF NEW JERSEY

221st LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2024 SESSION

Sponsored by:

Senator JOHN J. BURZICHELLI

District 3 (Cumberland, Gloucester and Salem)

Senator NELLIE POU

District 35 (Bergen and Passaic)

Assemblyman STERLEY S. STANLEY

District 18 (Middlesex)

Assemblywoman SHANIQUE SPEIGHT

District 29 (Essex and Hudson)

Assemblyman REGINALD W. ATKINS

District 20 (Union)

SYNOPSIS

Requires certain information be included in certain contracts with licensed public adjusters.

CURRENT VERSION OF TEXT

As amended by the General Assembly on March 24, 2025.



(Sponsorship Updated As Of: 6/2/2025)

1 AN ACT concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.

3
4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6
7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:

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10 under **this act** P.L.1993, c.66 (C.17:22B-1 et al.) shall:

11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;

15 b. enter into any ¹**[agreement]** contract¹, oral or written, with
16 an insured to negotiate or settle claims for loss or damage occurring
17 in this State between the hours of six p.m. and eight a.m. during the
18 24 hours after the loss has occurred;

19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum]** contract, signed by the party to be charged and by
23 the adjuster¹, and specifying¹ and the contract:

24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;

27 (2) specifies or clearly **[defining]** defines the services to be
28 rendered, **[and]** the amount or extent of the compensation, and the
29 insured's right to cancel ¹the contract within three business days¹ or
30 terminate the contract ¹after that time¹, on a form and with such
31 language as the commissioner may prescribe; and

32 (3) meets ¹**[with]**¹ the minimum standards and requirements of
33 section 2 of P.L. , c. (C.) (pending before the Legislature
34 as this bill);

35 d. induce cancellation of a duly executed written
36 **[memorandum]** contract between an insured and a public adjuster;

37 e. make any misrepresentation of facts or advise any person on
38 questions of law in connection with the transaction of business as
39 an adjuster; or

40 f. receive, accept or hold any moneys towards the settlement of
41 a claim for loss or damage on behalf of an insured unless the public
42 adjuster deposits the moneys in an **[interest bearing]** escrow
43 account in a banking institution or savings and loan association in

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly floor amendments adopted March 24, 2025.

1 this State insured by an agency of the federal government. Any
 2 funds held in escrow together with interest accumulated thereon
 3 shall be the property of the insured until disbursement thereof
 4 pursuant to a written **【memorandum】** contract, signed by the
 5 insured and by the adjuster, **【specifying or clearly defining the**
 6 **services rendered and the amount of any compensation to be paid**
 7 **therefrom】** as specified above and in section 2 of P.L. ,c. (C.)
 8 (pending before the Legislature as this bill). In the event of the
 9 insolvency or bankruptcy of a public adjuster, the claim of an
 10 insured for any settlement moneys received, accepted or held by the
 11 adjuster shall constitute a statutory trust.
 12 (cf: P.L.2010, c.116, s.3)

13
 14 2. (New section) a. A particular form ¹**【of】** or¹ statement is
 15 not required, but the following statements and notice of right to
 16 cancel are sufficient with regard to defining the services to be
 17 rendered and a description of the right to cancel ¹or terminate¹.

18 “A public adjuster is hereby retained by the above-named
 19 insured to advise and assist in the adjustment of a property damage
 20 insurance claim, which services may include evaluation,
 21 documentation, presentation and negotiation of the insurance claim
 22 arising from the loss described herein.”

23 ¹“Any services provided by the public adjuster shall be
 24 accounted for with the specific nature of the work performed
 25 supported by a record of that work.”¹

26 “The insured may cancel this contract within three business days
 27 without further obligation by completing the attached notice of right
 28 to cancel. After that time if the contract is terminated by the
 29 insured, the insured remains obligated to pay from any insurance
 30 proceeds recovered, either prior to or after the date of termination, a
 31 fee for the reasonable value of services provided by the public
 32 adjuster ¹based upon the nature of services performed supported by
 33 a record of that work¹.”

34 b. The following notice of right to cancel ¹or terminate, as
 35 applicable,¹ is sufficient with regard to defining the right to cancel
 36 ¹or terminate, unless the Commissioner of Banking and Insurance
 37 requires additional information by regulation, consistent with P.L.
 38 c. (C.) (pending before the Legislature as this bill)¹:

39 “NOTICE OF RIGHT TO CANCEL

40 Date of Contract: ____ / ____ / ____

41 Name of Insured/s: _____

42 You may cancel this contract, without ¹further¹ penalty or
 43 obligation, prior to midnight of the third business day after the
 44 above date. ¹After that time, you may terminate this contract at any
 45 time.¹ If you exercise your right to cancel this contract ¹prior to
 46 midnight on the third business day¹, you will remain liable for

1 reasonable expenses and necessary emergency out-of-pocket
2 expenses or services the public adjuster incurred on your behalf that
3 were necessary to protect your investment between signing of the
4 contract and cancellation ¹, if the expenses or services were
5 approved by you¹.

6 If you cancel, anything of value given by you under the contract
7 will be returned within 10 business days following the receipt by
8 the public adjuster of your cancellation notice, and any security
9 interest arising out of the contract will be canceled.

10 ¹If you terminate this contract after midnight on the third
11 business day, you are obligated to pay from any insurance proceeds
12 recovered, either prior to or after the date of termination, a fee for
13 the reasonable value of services provided by the public adjuster
14 based upon the nature of the services performed by the public
15 adjuster supported by a record of that work.¹

16 To cancel this contract, mail, fax ¹, email,¹ or personally deliver
17 a signed and dated copy of this notice, or any other written notice,
18 indicating your intent to cancel and date of cancellation, to the
19 address of public adjuster shown at the top of the public adjuster
20 contract, no later than midnight of ____ / ____ / ____.

21 I HEREBY CANCEL THIS CONTRACT

22 Insured:_____

23

24 Insured:_____

25 Adjuster:_____

26 Please Print Name Date: ____ / ____ / ____”

27 c. If a public adjuster is to receive as compensation a
28 percentage of the total amount paid by the insurer to resolve the
29 insured's claim for property damage to the insured's primary or
30 secondary dwelling, the contract between a public adjuster and an
31 insured may not contain a contract term that would:

32 (1) allow the public adjuster to collect the public adjuster's
33 entire compensation from the first payment issued by the insurer if
34 the insurer will pay the total amount to resolve the insured's claim
35 in two or more payments;

36 (2) require the insured to authorize an insurer to issue a check
37 only in the name of the public adjuster; and

38 (3) preclude the public adjuster or the insured from pursuing
39 civil remedies.

40

41 3. This act shall take effect on the 180th day next following the
42 date of enactment.

[Second Reprint]

SENATE, No. 1320

STATE OF NEW JERSEY

221st LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2024 SESSION

Sponsored by:

Senator JOHN J. BURZICHELLI

District 3 (Cumberland, Gloucester and Salem)

Senator NELLIE POU

District 35 (Bergen and Passaic)

Assemblyman STERLEY S. STANLEY

District 18 (Middlesex)

Assemblywoman SHANIQUE SPEIGHT

District 29 (Essex and Hudson)

Assemblyman REGINALD W. ATKINS

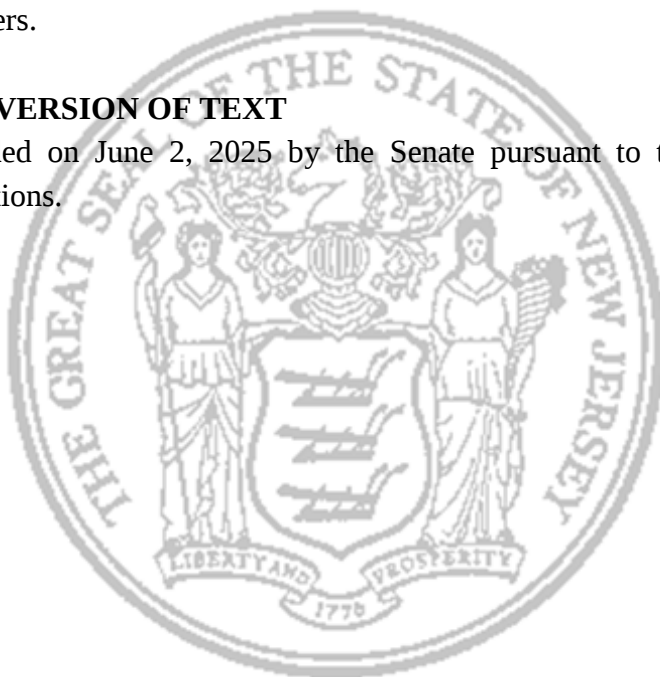
District 20 (Union)

SYNOPSIS

Requires certain information be included in certain contracts with licensed public adjusters.

CURRENT VERSION OF TEXT

As amended on June 2, 2025 by the Senate pursuant to the Governor's recommendations.



(Sponsorship Updated As Of: 6/2/2025)

1 AN ACT concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.

3
4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6
7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:

9 13. No individual, firm, association or corporation licensed
10 under **this act** P.L.1993, c.66 (C.17:22B-1 et al.) shall:

11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;

15 b. enter into any ¹**[agreement]** contract¹, oral or written, with
16 an insured to negotiate or settle claims for loss or damage occurring
17 in this State between the hours of six p.m. and eight a.m. during the
18 24 hours after the loss has occurred;

19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum]** contract, signed by the party to be charged and by
23 the adjuster¹, and specifying¹ and the contract:

24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;

27 (2) specifies or clearly **[defining]** defines the services to be
28 rendered, **[and]** the amount or extent of the compensation, and the
29 insured's right to cancel ¹the contract within three business days¹ or
30 terminate the contract ¹after that time¹, on a form and with such
31 language as the commissioner may prescribe; and

32 (3) meets ¹**[with]**¹ the minimum standards and requirements of
33 section 2 of P.L. , c. (C.) (pending before the Legislature
34 as this bill);

35 d. induce cancellation of a duly executed written
36 **[memorandum]** contract between an insured and a public adjuster;

37 e. make any misrepresentation of facts or advise any person on
38 questions of law in connection with the transaction of business as
39 an adjuster; or

40 f. receive, accept or hold any moneys towards the settlement of
41 a claim for loss or damage on behalf of an insured unless the public
42 adjuster deposits the moneys in an **[interest bearing]** escrow

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly floor amendments adopted March 24, 2025.

²Senate amendments adopted in accordance with Governor's
recommendations June 2, 2025.

1 account in a banking institution or savings and loan association in
 2 this State insured by an agency of the federal government. Any
 3 funds held in escrow together with interest accumulated thereon
 4 shall be the property of the insured until disbursement thereof
 5 pursuant to a written **【memorandum】 contract**, signed by the
 6 insured and by the adjuster, **【specifying or clearly defining the**
 7 **services rendered and the amount of any compensation to be paid**
 8 **therefrom】 as specified above and in section 2 of P.L. ,c. (C.)**
 9 **(pending before the Legislature as this bill).** In the event of the
 10 insolvency or bankruptcy of a public adjuster, the claim of an
 11 insured for any settlement moneys received, accepted or held by the
 12 adjuster shall constitute a statutory trust.
 13 (cf: P.L.2010, c.116, s.3)

14
 15 2. (New section) a. ²A public adjuster shall not, directly or
 16 indirectly, act within this State as a public adjuster without having first
 17 entered into a contract, in writing, and executed in duplicate by the
 18 public adjuster and the insured. One original contract shall be kept
 19 on file by the public adjuster, available at all times for inspection,
 20 without notice, by the commissioner, and one original contract shall
 21 be given to the insured.² A particular form ¹**【of】** ²**【or¹ statement】**
 22 **of contract²** is not required, but the following statements and
 23 ²provisions shall be included in the contract, including a separate²
 24 notice of right to cancel ²【are sufficient with regard to defining the
 25 services to be rendered and a description of the right to cancel ¹or
 26 terminate¹.】 or terminate as required pursuant to subsection b. of this
 27 section:

28 (1) Title of Public Adjuster Contract.

29 (2) The name, business name, license number, telephone number,
 30 email address, and physical address of the public adjuster, as well as
 31 the same information for the company or firm, if the contract is in the
 32 name of a business entity.

33 (3) The name and address of the insured.

34 (4) A description of the loss and its location, if applicable.

35 (5) The name of the insurer and the policy number, if known.

36 (6) The full consideration the public adjuster is to receive for
 37 services under the contract.

38 (7) A description of the services to be provided to the insured.

39 (8) Signatures of the public adjuster and the insured.

40 (9) The date and time the contract was signed by the public
 41 adjuster and the date and time the contract was signed by the insured.

42 (10) In addition to the foregoing, the following statements shall be
 43 included in the contract:

44 (a)² “A public adjuster is hereby retained by the above-named
 45 insured to advise and assist in the adjustment of a property damage
 46 insurance claim, which services may include evaluation,

1 documentation, presentation and negotiation of the insurance claim
2 arising from the loss described herein.”

3 ²(b)² ¹“Any services provided by the public adjuster shall be
4 accounted for with the specific nature of the work performed
5 supported by a record of that work.”¹

6 ²(c)² “The insured may cancel this contract ²【within three
7 business days】 before midnight of the third business day after signing
8 the contract² without further obligation by completing the attached
9 notice of right to cancel. After that time if the contract is
10 terminated by the insured, the insured remains obligated to pay
11 from any insurance proceeds recovered, either prior to or after the
12 date of termination, a fee for the reasonable value of services
13 provided by the public adjuster ¹based upon the nature of services
14 performed supported by a record of that work¹.”

15 b. The following notice of right to cancel ¹or terminate, as
16 applicable,¹ is ²【sufficient】 required² with regard to defining the
17 right to cancel ¹or terminate, unless the Commissioner of Banking
18 and Insurance requires additional information by regulation,
19 ²bulletin, or posting on the department’s Internet website,² consistent
20 with P.L. c. (C.) (pending before the Legislature as this bill)¹:

21 “NOTICE OF RIGHT TO CANCEL ²OR TERMINATE²

22 Date of Contract: ____ / ____ / ____

23 Name of Insured/s: _____

24 You may cancel this contract, without ¹further¹ penalty or
25 obligation, prior to midnight of the third business day after the
26 above date. ¹After that time, you may terminate this contract at any
27 time.¹ If you exercise your right to cancel this contract ¹prior to
28 midnight on the third business day¹, you will remain liable for
29 reasonable expenses and necessary emergency out-of-pocket
30 expenses or services the public adjuster incurred on your behalf that
31 were necessary to protect your investment between signing of the
32 contract and cancellation ¹, if the expenses or services were
33 approved by you¹. ²If your public adjuster seeks reimbursement from
34 you for such out-of-pocket expenses or services, your public adjuster
35 shall provide you with an itemized statement of those expenses.²

36 If you cancel, ²any money or² anything of value given by you ²to
37 the public adjuster² under the contract will be returned within 10
38 business days following the receipt by the public adjuster of your
39 cancellation notice, and any security interest arising out of the
40 contract will be canceled.

41 ¹If you terminate this contract after midnight on the third
42 business day, you are obligated to pay from any insurance proceeds
43 recovered, either prior to or after the date of termination, a fee for
44 the reasonable value of services provided by the public adjuster
45 based upon the nature of the services performed by the public
46 adjuster supported by a record of that work.¹ ²If your public adjuster

1 seeks such payment from you for the reasonable value of such
2 services, your public adjuster shall provide you with an itemized
3 statement of those services and the record of such work.²

4 To cancel this contract, mail, fax ¹, email,¹ or personally deliver
5 a signed and dated copy of this notice, or any other written notice,
6 indicating your intent to cancel and date of cancellation, to the
7 address of public adjuster shown at the top of the public adjuster
8 contract, no later than midnight of ____ / ____ / ____.

9 ²To terminate this contract after that time, mail, fax, email, or
10 personally deliver a signed and dated copy of this notice, or any other
11 written notice, indicating your intent to terminate and the date of
12 termination.²

13 I HEREBY CANCEL ²/TERMINATE² THIS CONTRACT

14 Insured:_____

15

16 Insured:_____

17 Adjuster:_____

18 Please Print Name Date: ____ / ____ / ____”

19 c. If a public adjuster is to receive as compensation a
20 percentage of the total amount paid by the insurer to resolve the
21 insured’s claim for property damage to the insured’s primary or
22 secondary dwelling, the contract between a public adjuster and an
23 insured may not contain a contract term that would:

24 (1) allow the public adjuster to collect the public adjuster's
25 entire compensation from the first payment issued by the insurer if
26 the insurer will pay the total amount to resolve the insured's claim
27 in two or more payments;

28 (2) require the insured to authorize an insurer to issue a check
29 only in the name of the public adjuster; and

30 (3) preclude the public adjuster or the insured from pursuing
31 civil remedies.

32

33 3. This act shall take effect on the 180th day next following the
34 date of enactment.

SENATE, No. 1320

STATE OF NEW JERSEY 221st LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2024 SESSION

Sponsored by:

Senator NELLIE POU

District 35 (Bergen and Passaic)

Assemblyman STERLEY S. STANLEY

District 18 (Middlesex)

Assemblywoman SHANIQUE SPEIGHT

District 29 (Essex and Hudson)

Assemblyman REGINALD W. ATKINS

District 20 (Union)

SYNOPSIS

Requires certain information be included in certain contracts with licensed public adjusters.

CURRENT VERSION OF TEXT

As reported by the Senate Commerce Committee with technical review.



(Sponsorship Updated As Of: 3/24/2025)

1 AN ACT concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.

3

4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6

7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:

9 13. No individual, firm, association or corporation licensed under
10 **[this act]** P.L.1993, c.66 (C.17:22B-1 et al.) shall:

11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;

15 b. enter into any agreement, oral or written, with an insured to
16 negotiate or settle claims for loss or damage occurring in this State
17 between the hours of six p.m. and eight a.m. during the 24 hours
18 after the loss has occurred;

19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum] contract**, signed by the party to be charged and by
23 the adjuster**], and specifying] and the contract**;

24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;

27 (2) specifies or clearly [defining] defines the services to be
28 rendered, [and] the amount or extent of the compensation, and the
29 insured's right to cancel or terminate the agreement, on a form and
30 with such language as the commissioner may prescribe; and

31 (3) meets with the minimum standards and requirements of
32 section 2 of P.L. , c. (C.) (pending before the Legislature
33 as this bill);

34 d. induce cancellation of a duly executed written
35 **[memorandum] contract** between an insured and a public adjuster;

36 e. make any misrepresentation of facts or advise any person on
37 questions of law in connection with the transaction of business as
38 an adjuster; or

39 f. receive, accept or hold any moneys towards the settlement of
40 a claim for loss or damage on behalf of an insured unless the public
41 adjuster deposits the moneys in an **[interest bearing]** escrow
42 account in a banking institution or savings and loan association in
43 this State insured by an agency of the federal government. Any
44 funds held in escrow together with interest accumulated thereon

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

1 shall be the property of the insured until disbursement thereof
2 pursuant to a written **【memorandum】** contract, signed by the
3 insured and by the adjuster, **【specifying or clearly defining the**
4 **services rendered and the amount of any compensation to be paid**
5 **therefrom】** as specified above and in section 2 of P.L. ,c. (C.)
6 (pending before the Legislature as this bill). In the event of the
7 insolvency or bankruptcy of a public adjuster, the claim of an
8 insured for any settlement moneys received, accepted or held by the
9 adjuster shall constitute a statutory trust.
10 (cf: P.L.2010, c.1)

11

12 2. (New section) a. A particular form of statement is not
13 required, but the following statements and notice of right to cancel
14 are sufficient with regard to defining the services to be rendered and
15 a description of the right to cancel.

16 “A public adjuster is hereby retained by the above-named
17 insured to advise and assist in the adjustment of a property damage
18 insurance claim, which services may include evaluation,
19 documentation, presentation and negotiation of the insurance claim
20 arising from the loss described herein.”

21 “The insured may cancel this contract within three business days
22 without further obligation by completing the attached notice of right
23 to cancel. After that time if the contract is terminated by the
24 insured, the insured remains obligated to pay from any insurance
25 proceeds recovered, either prior to or after the date of termination, a
26 fee for the reasonable value of services provided by the public
27 adjuster.”

28 b. The following notice of right to cancel is sufficient with
29 regard to defining the right to cancel:

30 “NOTICE OF RIGHT TO CANCEL

31 Date of Contract: ____ / ____ / ____

32 Name of Insured/s:_____

33 **You may cancel this contract, without penalty or obligation,**
34 **prior to midnight of the third business day after the above date.**
35 If you exercise your right to cancel this contract, you will remain
36 liable for reasonable expenses and necessary emergency out-of-
37 pocket expenses or services the public adjuster incurred on your
38 behalf that were necessary to protect your investment between
39 signing of the contract and cancellation.

40 If you cancel, anything of value given by you under the contract
41 will be returned within 10 business days following the receipt by
42 the public adjuster of your cancellation notice, and any security
43 interest arising out of the contract will be canceled.

44 To cancel this contract, mail, fax or personally deliver a signed
45 and dated copy of this notice, or any other written notice, indicating
46 your intent to cancel and date of cancellation, to the address of
47 public adjuster shown at the top of the public adjuster contract, no
48 later than midnight of ____ / ____ / ____.

1 I HEREBY CANCEL THIS CONTRACT

2 Insured:_____

3

4 Insured:_____

5 Adjuster:_____

6 Please Print Name Date: ____ / ____ / ____”

7 c. If a public adjuster is to receive as compensation a
8 percentage of the total amount paid by the insurer to resolve the
9 insured’s claim for property damage to the insured’s primary or
10 secondary dwelling, the contract between a public adjuster and an
11 insured may not contain a contract term that would:

12 (1) allow the public adjuster to collect the public adjuster's
13 entire compensation from the first payment issued by the insurer if
14 the insurer will pay the total amount to resolve the insured's claim
15 in two or more payments;

16 (2) require the insured to authorize an insurer to issue a check
17 only in the name of the public adjuster; and

18 (3) preclude the public adjuster or the insured from pursuing
19 civil remedies.

20

21 3. This act shall take effect on the 180th day next following the
22 date of enactment.

ASSEMBLY REGULATED PROFESSIONS COMMITTEE

STATEMENT TO

SENATE, No. 1320

STATE OF NEW JERSEY

DATED: SEPTEMBER 12, 2024

The Assembly Regulated Professions Committee reports favorably Senate Bill No. 1320.

This bill provides that no individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” has any right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the contract stipulates certain information.

Under the bill, a contract is required to:

(1) state the license number of the public adjuster signing the contract and of the company or firm, if the contract is in the name of a public adjusting company or firm;

(2) specify or clearly define the services to be rendered, the amount or extent of the compensation, and the insured’s right to cancel or terminate the agreement, on a form and in language prescribed by the Commissioner of Banking and Insurance; and

(3) meet the minimum standards set forth in the bill regarding certain descriptions of the services rendered and of the right to cancel.

The bill does not require a particular form of statement for the descriptions of services rendered or of the right to cancel, but does provide sample statements. The bill requires a notice of right to cancel be part of the contract between the insured and the public adjuster.

Lastly, the bill amends current law providing that no individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” is permitted to receive, accept or hold any moneys toward the settlement of a claim for loss or damage on behalf of an insured unless the public adjuster deposits the moneys in a permitted escrow account to remove language stipulating that the escrow account be interest bearing.

As reported by the committee, Senate Bill No. 1320 is identical to Assembly Bill No. 4390, which was also reported by the committee on this date.

SENATE COMMERCE COMMITTEE

STATEMENT TO

SENATE, No. 1320

STATE OF NEW JERSEY

DATED: MAY 13, 2024

The Senate Commerce Committee reports favorably Senate Bill No. 1320.

This bill provides that no individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” has any right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the contract stipulates certain information.

Under the bill, a contract is required to:

(1) state the license number of the public adjuster signing the contract and of the company or firm, if the contract is in the name of a public adjusting company or firm;

(2) specify or clearly define the services to be rendered, the amount or extent of the compensation, and the insured’s right to cancel or terminate the agreement, on a form and in language prescribed by the Commissioner of Banking and Insurance; and

(3) meet the minimum standards set forth in the bill regarding certain descriptions of the services rendered and of the right to cancel.

The bill does not require a particular form of statement for the descriptions of services rendered or of the right to cancel, but does provide sample statements. The bill requires a notice of right to cancel be part of the contract between the insured and the public adjuster.

This bill was pre-filed for introduction in the 2024-2025 session pending technical review. As reported, the bill includes the changes required by technical review, which has been performed.

STATEMENT TO

SENATE, No. 1320

with Assembly Floor Amendments
(Proposed by Assemblyman STANLEY)

ADOPTED: MARCH 24, 2025

This floor amendment:

(1) clarifies that an individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” has no right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the right to compensation is based upon a written contract that defines an insured person’s right to cancel a contract within three business days, or terminate any time after that period;

(2) deems certain statements sufficient with regard to defining the services to be rendered and a description of the right to cancel or terminate;

(3) provides that an insured person that cancels a contract within three business days remains liable for reasonable expenses and necessary emergency out-of-pocket expenses or services, if they were approved by the insured, that the public adjuster incurred on the insured’s behalf that were necessary to protect the insured’s investment between the signing of the contract and cancellation;

(4) provides that an insured person who terminates a contract after midnight on the third business day is obligated to pay from any insurance proceeds recovered, either prior to or after the date of termination, a fee for the reasonable value of services provided by the public adjuster based upon the nature of the services performed by the public adjuster supported by a record of such work;

(5) permits an insured person to cancel a contract via email; and

(6) grants the Commissioner of Banking and Insurance authority to promulgate regulations regarding the required notice of an insured person’s right to cancel or terminate.

ASSEMBLY, No. 4390

STATE OF NEW JERSEY

221st LEGISLATURE

INTRODUCED MAY 16, 2024

Sponsored by:

Assemblyman STERLEY S. STANLEY

District 18 (Middlesex)

Assemblywoman SHANIQUE SPEIGHT

District 29 (Essex and Hudson)

Assemblyman REGINALD W. ATKINS

District 20 (Union)

SYNOPSIS

Requires certain information be included in certain contracts with licensed public adjusters.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 9/12/2024)

1 AN ACT concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.

3

4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6

7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:

9 13. No individual, firm, association or corporation licensed
10 under **[this act]** P.L.1993, c.66 (C.17:22B-1 et al.) shall:

11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;

15 b. enter into any agreement, oral or written, with an insured to
16 negotiate or settle claims for loss or damage occurring in this State
17 between the hours of six p.m. and eight a.m. during the 24 hours
18 after the loss has occurred;

19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum]** contract, signed by the party to be charged and by
23 the adjuster**], and specifying]** and the contract:

24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;

27 (2) specifies or clearly **[defining]** defines the services to be
28 rendered, **[and]** the amount or extent of the compensation, and the
29 insured's right to cancel or terminate the agreement, on a form and
30 with such language as the commissioner may prescribe; and

31 (3) meets with the minimum standards and requirements of
32 section 2 of P.L. , c. (C.) (pending before the Legislature
33 as this bill);

34 d. induce cancellation of a duly executed written
35 **[memorandum]** contract between an insured and a public adjuster;

36 e. make any misrepresentation of facts or advise any person on
37 questions of law in connection with the transaction of business as
38 an adjuster; or

39 f. receive, accept or hold any moneys towards the settlement of
40 a claim for loss or damage on behalf of an insured unless the public
41 adjuster deposits the moneys in an **[interest bearing]** escrow
42 account in a banking institution or savings and loan association in
43 this State insured by an agency of the federal government. Any
44 funds held in escrow together with interest accumulated thereon
45 shall be the property of the insured until disbursement thereof

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

1 pursuant to a written **【memorandum】** contract, signed by the
2 insured and by the adjuster, **【specifying or clearly defining the**
3 **services rendered and the amount of any compensation to be paid**
4 **therefrom】** as specified above and in section 2 of P.L. ,c. (C.)
5 (pending before the Legislature as this bill). In the event of the
6 insolvency or bankruptcy of a public adjuster, the claim of an
7 insured for any settlement moneys received, accepted or held by the
8 adjuster shall constitute a statutory trust.
9 (cf: P.L.2010, c.116, s.3)

10
11 2. (New section) a. A particular form of statement is not
12 required, but the following statements and notice of right to cancel
13 are sufficient with regard to defining the services to be rendered and
14 a description of the right to cancel.

15 “A public adjuster is hereby retained by the above-named
16 insured to advise and assist in the adjustment of a property damage
17 insurance claim, which services may include evaluation,
18 documentation, presentation and negotiation of the insurance claim
19 arising from the loss described herein.”

20 “The insured may cancel this contract within three business days
21 without further obligation by completing the attached notice of right
22 to cancel. After that time if the contract is terminated by the
23 insured, the insured remains obligated to pay from any insurance
24 proceeds recovered, either prior to or after the date of termination, a
25 fee for the reasonable value of services provided by the public
26 adjuster.”

27 b. The following notice of right to cancel is sufficient with
28 regard to defining the right to cancel:

29 “NOTICE OF RIGHT TO CANCEL

30 Date of Contract: _____ / _____ / _____

31 Name of Insured/s: _____

32 **You may cancel this contract, without penalty or obligation,**
33 **prior to midnight of the third business day after the above date.**

34 If you exercise your right to cancel this contract, you will remain
35 liable for reasonable expenses and necessary emergency out-of-
36 pocket expenses or services the public adjuster incurred on your
37 behalf that were necessary to protect your investment between
38 signing of the contract and cancellation.

39 If you cancel, anything of value given by you under the contract
40 will be returned within 10 business days following the receipt by
41 the public adjuster of your cancellation notice, and any security
42 interest arising out of the contract will be canceled.

43 To cancel this contract, mail, fax or personally deliver a signed
44 and dated copy of this notice, or any other written notice, indicating
45 your intent to cancel and date of cancellation, to the address of
46 public adjuster shown at the top of the public adjuster contract, no
47 later than midnight of _____ / _____ / _____.

1 I HEREBY CANCEL THIS CONTRACT

2 Insured:_____

3

4 Insured:_____

5 Adjuster:_____

6 Please Print Name Date: ____ / ____ / ____”

7 c. If a public adjuster is to receive as compensation a
8 percentage of the total amount paid by the insurer to resolve the
9 insured’s claim for property damage to the insured’s primary or
10 secondary dwelling, the contract between a public adjuster and an
11 insured may not contain a contract term that would:

12 (1) allow the public adjuster to collect the public adjuster's
13 entire compensation from the first payment issued by the insurer if
14 the insurer will pay the total amount to resolve the insured's claim
15 in two or more payments;

16 (2) require the insured to authorize an insurer to issue a check
17 only in the name of the public adjuster; and

18 (3) preclude the public adjuster or the insured from pursuing
19 civil remedies.

20

21 3. This act shall take effect on the 180th day next following the
22 date of enactment.

23

24

25 STATEMENT

26

27 This bill provides that no individual, firm, association, or
28 corporation licensed under the “Public Adjusters’ Licensing Act”
29 has any right to compensation from any insured for or on account of
30 services rendered to an insured as a public adjuster unless the
31 contract stipulates certain information.

32 Under the bill, a contract is required to:

33 (1) state the license number of the public adjuster signing the
34 contract as well and of the company or firm, if the contract is in the
35 name of a public adjusting company or firm,

36 (2) specify or clearly define the services to be rendered, the
37 amount or extent of the compensation, and the insured’s right to
38 cancel or terminate the agreement, on a form and in language
39 prescribed by the Commissioner of Banking and Insurance; and

40 (3) meet the minimum standards set forth in the bill regarding
41 certain descriptions of the services rendered and of the right to
42 cancel.

43 The bill does not require a particular form of statement for the
44 descriptions of services rendered or of the right to cancel, but does
45 provide sample statements. The bill requires a notice of right to
46 cancel be part of the contract between the insured and the public
47 adjuster.

1 Lastly, the bill amends current law providing that no individual,
2 firm, association, or corporation licensed under the “Public
3 Adjusters’ Licensing Act” is permitted to receive, accept or hold
4 any moneys toward the settlement of a claim for loss or damage on
5 behalf of an insured unless the public adjuster deposits the moneys
6 in a permitted escrow account to remove language stipulating that
7 the escrow account be interest bearing.

[First Reprint]

ASSEMBLY, No. 4390

STATE OF NEW JERSEY
221st LEGISLATURE

INTRODUCED MAY 16, 2024

Sponsored by:

Assemblyman STERLEY S. STANLEY

District 18 (Middlesex)

Assemblywoman SHANIQUE SPEIGHT

District 29 (Essex and Hudson)

Assemblyman REGINALD W. ATKINS

District 20 (Union)

SYNOPSIS

Requires certain information be included in certain contracts with licensed public adjusters.

CURRENT VERSION OF TEXT

As amended by the General Assembly on February 27, 2025.



(Sponsorship Updated As Of: 9/12/2024)

1 AN ACT concerning licensed public adjusters and amending and
2 supplementing P.L.1993, c.66.

3
4 **BE IT ENACTED** by the Senate and General Assembly of the State
5 of New Jersey:

6
7 1. Section 13 of P.L.1993, c.66 (C.17:22B-13) is amended to
8 read as follows:

9 13. No individual, firm, association or corporation licensed
10 under **[this act]** P.L.1993, c.66 (C.17:22B-1 et al.) shall:

11 a. solicit the adjustment of a loss or damage occurring in this
12 State from an insured, whether by personal interview, by telephone,
13 or by any other method, between the hours of six p.m. and eight
14 a.m. during the 24 hours after the loss has occurred;

15 b. enter into any **'[agreement] contract'**, oral or written, with
16 an insured to negotiate or settle claims for loss or damage occurring
17 in this State between the hours of six p.m. and eight a.m. during the
18 24 hours after the loss has occurred;

19 c. have any right to compensation from any insured for or on
20 account of services rendered to an insured as a public adjuster
21 unless the right to compensation is based upon a written
22 **[memorandum] contract**, signed by the party to be charged and by
23 the adjuster**], and specifying] and the contract:**

24 (1) states the license number of the public adjuster signing the
25 contract as well as the license number of the company or firm, if the
26 contract is in the name of a public adjusting company or firm;

27 (2) specifies or clearly [defining] defines the services to be
28 rendered, [and] the amount or extent of the compensation, and the
29 insured's right to cancel 'the contract within three business days' or
30 terminate the contract 'after that time', on a form and with such
31 language as the commissioner may prescribe; and

32 (3) meets '[with]' the minimum standards and requirements of
33 section 2 of P.L. , c. (C.) (pending before the Legislature
34 as this bill);

35 d. induce cancellation of a duly executed written
36 **[memorandum] contract** between an insured and a public adjuster;

37 e. make any misrepresentation of facts or advise any person on
38 questions of law in connection with the transaction of business as
39 an adjuster; or

40 f. receive, accept or hold any moneys towards the settlement of
41 a claim for loss or damage on behalf of an insured unless the public
42 adjuster deposits the moneys in an **[interest bearing]** escrow
43 account in a banking institution or savings and loan association in
44 this State insured by an agency of the federal government. Any

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly floor amendments adopted February 27, 2025.

1 funds held in escrow together with interest accumulated thereon
 2 shall be the property of the insured until disbursement thereof
 3 pursuant to a written **【memorandum】** contract, signed by the
 4 insured and by the adjuster, **【specifying or clearly defining the**
 5 **services rendered and the amount of any compensation to be paid**
 6 **therefrom】** as specified above and in section 2 of P.L. ,c. (C.)
 7 (pending before the Legislature as this bill). In the event of the
 8 insolvency or bankruptcy of a public adjuster, the claim of an
 9 insured for any settlement moneys received, accepted or held by the
 10 adjuster shall constitute a statutory trust.
 11 (cf: P.L.2010, c.116, s.3)

12
 13 2. (New section) a. A particular form ¹**【of】** or¹ statement is
 14 not required, but the following statements and notice of right to
 15 cancel are sufficient with regard to defining the services to be
 16 rendered and a description of the right to cancel ¹or terminate¹.

17 “A public adjuster is hereby retained by the above-named
 18 insured to advise and assist in the adjustment of a property damage
 19 insurance claim, which services may include evaluation,
 20 documentation, presentation and negotiation of the insurance claim
 21 arising from the loss described herein.”

22 ¹“Any services provided by the public adjuster shall be
 23 accounted for with the specific nature of the work performed
 24 supported by a record of that work.”¹

25 “The insured may cancel this contract within three business days
 26 without further obligation by completing the attached notice of right
 27 to cancel. After that time if the contract is terminated by the
 28 insured, the insured remains obligated to pay from any insurance
 29 proceeds recovered, either prior to or after the date of termination, a
 30 fee for the reasonable value of services provided by the public
 31 adjuster ¹based upon the nature of services performed supported by a
 32 record of that work¹.”

33 b. The following notice of right to cancel ¹or terminate, as
 34 applicable,¹ is sufficient with regard to defining the right to cancel
 35 ¹or terminate, unless the Commissioner of Banking and Insurance
 36 requires additional information by regulation, consistent with P.L. c.
 37 (C.) (pending before the Legislature as this bill)¹:

38 “NOTICE OF RIGHT TO CANCEL

39 Date of Contract: _____ / _____ / _____

40 Name of Insured/s: _____

41 You may cancel this contract, without ¹further¹ penalty or
 42 obligation, prior to midnight of the third business day after the above
 43 date. ¹After that time, you may terminate this contract at any time.¹ If
 44 you exercise your right to cancel this contract ¹prior to midnight on the
 45 third business day¹, you will remain liable for reasonable expenses and
 46 necessary emergency out-of-pocket expenses or services the public

1 adjuster incurred on your behalf that were necessary to protect your
2 investment between signing of the contract and cancellation ¹, if the
3 expenses or services were approved by you¹.

4 If you cancel, anything of value given by you under the contract
5 will be returned within 10 business days following the receipt by
6 the public adjuster of your cancellation notice, and any security
7 interest arising out of the contract will be canceled.

8 ¹If you terminate this contract after midnight on the third
9 business day, you are obligated to pay from any insurance proceeds
10 recovered, either prior to or after the date of termination, a fee for
11 the reasonable value of services provided by the public adjuster
12 based upon the nature of the services performed by the public
13 adjuster supported by a record of that work.¹

14 To cancel this contract, mail, fax ¹, email,¹ or personally deliver
15 a signed and dated copy of this notice, or any other written notice,
16 indicating your intent to cancel and date of cancellation, to the
17 address of public adjuster shown at the top of the public adjuster
18 contract, no later than midnight of ____ / ____ / ____.

19 I HEREBY CANCEL THIS CONTRACT

20 Insured:_____

21

22 Insured:_____

23 Adjuster:_____

24 Please Print Name Date: ____ / ____ / ____”

25 c. If a public adjuster is to receive as compensation a
26 percentage of the total amount paid by the insurer to resolve the
27 insured’s claim for property damage to the insured’s primary or
28 secondary dwelling, the contract between a public adjuster and an
29 insured may not contain a contract term that would:

30 (1) allow the public adjuster to collect the public adjuster’s
31 entire compensation from the first payment issued by the insurer if
32 the insurer will pay the total amount to resolve the insured’s claim
33 in two or more payments;

34 (2) require the insured to authorize an insurer to issue a check
35 only in the name of the public adjuster; and

36 (3) preclude the public adjuster or the insured from pursuing
37 civil remedies.

38

39 3. This act shall take effect on the 180th day next following the
40 date of enactment.

ASSEMBLY REGULATED PROFESSIONS COMMITTEE

STATEMENT TO

ASSEMBLY, No. 4390

STATE OF NEW JERSEY

DATED: SEPTEMBER 12, 2024

The Assembly Regulated Professions Committee reports favorably Assembly Bill No. 4390.

This bill provides that no individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” has any right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the contract stipulates certain information.

Under the bill, a contract is required to:

(1) state the license number of the public adjuster signing the contract as well and of the company or firm, if the contract is in the name of a public adjusting company or firm;

(2) specify or clearly define the services to be rendered, the amount or extent of the compensation, and the insured’s right to cancel or terminate the agreement, on a form and in language prescribed by the Commissioner of Banking and Insurance; and

(3) meet the minimum standards set forth in the bill regarding certain descriptions of the services rendered and of the right to cancel.

The bill does not require a particular form of statement for the descriptions of services rendered or of the right to cancel, but does provide sample statements. The bill requires a notice of right to cancel be part of the contract between the insured and the public adjuster.

Lastly, the bill amends current law providing that no individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” is permitted to receive, accept or hold any moneys toward the settlement of a claim for loss or damage on behalf of an insured unless the public adjuster deposits the moneys in a permitted escrow account to remove language stipulating that the escrow account be interest bearing.

As reported by the committee, Assembly Bill No. 4390 is identical to Senate Bill No. 1320, which was also reported by the committee on this date.

STATEMENT TO

ASSEMBLY, No. 4390

with Assembly Floor Amendments
(Proposed by Assemblyman STANLEY)

ADOPTED: FEBRUARY 27, 2025

This floor amendment:

(1) clarifies that an individual, firm, association, or corporation licensed under the “Public Adjusters’ Licensing Act” has no right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the right to compensation is based upon a written contract that defines an insured person’s right to cancel a contract within three business days, or terminate any time after that period;

(2) deems certain statements sufficient with regard to defining the services to be rendered and a description of the right to cancel or terminate;

(3) provides that an insured person that cancels a contract within three business days remains liable for reasonable expenses and necessary emergency out-of-pocket expenses or services, if they were approved by the insured, that the public adjuster incurred on the insured’s behalf that were necessary to protect the insured’s investment between the signing of the contract and cancellation;

(4) provides that an insured person who terminates a contract after midnight on the third business day is obligated to pay from any insurance proceeds recovered, either prior to or after the date of termination, a fee for the reasonable value of services provided by the public adjuster based upon the nature of the services performed by the public adjuster supported by a record of such work;

(5) permits an insured person to cancel a contract via email; and

(6) grants the Commissioner of Banking and Insurance authority to promulgate regulations regarding the required notice of an insured person’s right to cancel or terminate.

SENATE BILL NO. 1320
(First Reprint)

To the Senate:

Pursuant to Article V, Section I, Paragraph 14 of the New Jersey Constitution, I am returning Senate Bill No. 1320 (First Reprint) with my recommendations for reconsideration.

Senate Bill No. 1320 (First Reprint) would amend and supplement the "Public Adjusters' Licensing Act," P.L.1993, c.66 (C.17:22B-1 et al.), to modify the requirements governing written agreements between public adjusters and insureds. Public adjusters are retained by insurance policyholders to negotiate settlements with insurance companies. While the insurance company's adjuster represents the insurer's interests, a public insurance adjuster is intended to represent the interests of the insured. The bill provides that a public adjuster does not have a right to compensation from an insured for services rendered by the public adjuster to the insured unless a contract providing certain information is signed by both parties. Under the bill, a contract is required to: state the license number of the public adjuster signing the contract and clearly describe the services to be rendered by the public adjuster, state the amount of compensation to be paid, and indicate the insured's right to cancel or terminate the agreement.

I commend the sponsors for seeking to better define the relationship between public adjusters and the insured. Public adjusters provide valuable support to homeowners experiencing hardship and disruptions following a natural disaster. When a disaster strikes, an increased demand for the services of public adjusters typically follows, and public adjusters domiciled and licensed in other jurisdictions often come to New Jersey to meet the need for services. It is therefore paramount that, in the chaos and confusion that often follows a disaster scenario, the standards governing the relationship between public adjusters and insureds are clearly articulated and that consumers understand their rights and

their public adjuster's responsibilities in performing services on their behalf.

Senate Bill No. 1320 (First Reprint) aims to ensure that the laws and regulations governing the relationship between public adjusters and insureds in this State are clearly defined and understood by both parties. While this bill lays the foundation for accomplishing this goal, some additional changes are required to better protect consumers. To that end, my revised changes would: (1) provide the Department of Banking and Insurance flexibility to issue guidance, whether through bulletins or other means, rapidly and specifically tailored to situations on the ground following a disaster; (2) set forth specific language that would be required to be included in a contract between a public adjuster and an insured to more precisely define the relationship; and (3) further clarify the circumstances under which an insured retains the right to cancel or terminate a contract with a public adjuster. These changes are designed to ensure appropriate oversight and regulation of the industry and to better protect the interests of New Jersey's consumers.

Therefore, I herewith return Senate Bill No. 1320 (First Reprint) and recommend that it be amended as follows:

Page 3, Section 2, Line 14:

After "a." insert "A public adjuster shall not, directly or indirectly, act within this State as a public adjuster without having first entered into a contract, in writing, and executed in duplicate by the public adjuster and the insured. One original contract shall be kept on file by the public adjuster, available at all times for inspection, without notice, by the commissioner, and one original contract shall be given to the insured."

Page 3, Section 2, Line 14:

Delete "or statement" and insert "of contract"

Page 3, Section 2, Line 15:

After "and" insert "provisions shall be included in the contract, including a separate"

Page 3, Section 2, Lines 16-17:

Delete "are sufficient with regard to defining the services"

to be rendered and a description of the right to cancel or terminate." and insert "or terminate as required pursuant to subsection b. of this section:

- (1) Title of Public Adjuster Contract.
- (2) The name, business name, license number, telephone number, email address, and physical address of the public adjuster, as well as the same information for the company or firm, if the contract is in the name of a business entity.
- (3) The name and address of the insured.
- (4) A description of the loss and its location, if applicable.
- (5) The name of the insurer and the policy number, if known.
- (6) The full consideration the public adjuster is to receive for services under the contract.
- (7) A description of the services to be provided to the insured.
- (8) Signatures of the public adjuster and the insured.
- (9) The date and time the contract was signed by the public adjuster and the date and time the contract was signed by the insured.
- (10) In addition to the foregoing, the following statements shall be included in the contract:

(a)"

<u>Page 3, Section 2, Line 23:</u>	Before "'Any" insert "(b)"
<u>Page 3, Section 2, Line 26:</u>	Before "'The" insert "(c)"
<u>Page 3, Section 2, Line 26:</u>	Delete "within three business days" and insert "before midnight of the third business day after signing the contract"
<u>Page 3, Section 2, Line 35:</u>	Delete "sufficient" and insert "required"
<u>Page 3, Section 2, Line 37:</u>	After "regulation," insert "bulletin, or posting on the department's Internet website,"
<u>Page 3, Section 2, Line 39:</u>	After "CANCEL" insert "OR TERMINATE"

Page 4, Section 2, Line 5:

After "you." insert "If your public adjuster seeks reimbursement from you for such out-of-pocket expenses or services, your public adjuster shall provide you with an itemized statement of those expenses."

Page 4, Section 2, Line 6:

After "cancel," insert "any money or"

Page 4, Section 2, Line 6:

After "by you" insert "to the public adjuster"

Page 4, Section 2, Line 15:

After "work." insert "If your public adjuster seeks such payment from you for the reasonable value of such services, your public adjuster shall provide you with an itemized statement of those services and the record of such work."

Page 4, Section 2, Line 20:

After "_____/_____/_____" insert "To terminate this contract after that time, mail, fax, email, or personally deliver a signed and dated copy of this notice, or any other written notice, indicating your intent to terminate and the date of termination."

Page 4, Section 2, Line 21:

After "CANCEL" insert "/TERMINATE"

[seal]

Respectfully,

/s/ Philip D. Murphy

Governor

Attest:

/s/ Kate E. McDonnell

Chief Counsel to the Governor

Governor Murphy Takes Action on Legislation

Posted on - 05/12/2025

TRENTON – Governor Murphy conditionally vetoed the following bills on Saturday, May 10, 2025:

S-1067/A-1673 (Greenstein, Ruiz/Lampitt, Murphy, Simmons) – CONDITIONAL - “Right to Mental Health for Individuals who are Deaf or Hard of Hearing Act”; establishes certain requirements concerning provision of mental health services to individuals who are deaf or hard of hearing

[Copy of Statement](#)

S-1320/A-4390 (Pou/Stanley, Speight, Atkins) – CONDITIONAL - Requires certain information be included in certain contracts with licensed public adjusters

[Copy of Statement](#)

S-3418/A-4556 (Beach, Pennacchio/Lampitt, Greenwald, Katz) – CONDITIONAL - Authorizes certain types of permanent structures, recently constructed or erected on preserved farmland, to be used, in certain cases, for purposes of holding special occasion events thereon

[Copy of Statement](#)

Governor Murphy Takes Action on Legislation

Posted on - 07/1/2025

TRENTON – Today, Governor Murphy signed the following bills into law:

S-3418wGR/A-4556 (Beach, Pennacchio/Lampitt, Greenwald, Katz) - Authorizes certain types of permanent structures, recently constructed or erected on preserved farmland, to be used, in certain cases, for purposes of holding special occasion events thereon

S-1320wGR/A-4390 (Burzichelli, Pou/Stanley, Speight, Atkins) - Requires certain information be included in certain contracts with licensed public adjusters

ACS for A-3361wGR/SS for S-2953 (Hutchison, Moen, McCann Stamato/Moriarty, Cryan) - Establishes limit on rent increase for certain dwelling sites for modular or industrialized buildings or manufactured homes

A-4937/S-3486 (Atkins, Speight, Peterpaul/Gopal, Turner) - Concerns satellite cannabis dispensaries, Cannabis Regulatory Commission membership, and post-employment restrictions on State employees

A-5199/S-4105 (Donlon, Ramirez, Drulis/Gopal, Mukherji) - Requires resident and fellow physicians employed by Rutgers, The State University of New Jersey, who are eligible for coverage in SHBP, to be eligible to enroll and receive health insurance on first day of employment