

# Individual Real Estate Appraiser's E&O Application

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# This "self-rating" application is for an *individual appraiser* who does 100% Real Estate Appraisal work. Please note coverage will only apply to services rendered by the applicant.

Enter the name of the individually licensed applicant along with a business name (if any) and provide a street address for your business (alternate mailing address such as a PO Box and administrative contacts should be provided in the space indicated below).				
Name of Appraiser:	Business Name:			
Street Address:		City:		
ST: Zip Code:	County:	Phone:		
Primary Email Address:		_ Current/Desired Effective Date:		
Please describe any alternate business names, mailing/billing addresses, or administrative contact information related to business activities other than the official ones listed above. If none, please enter "none".				
In lieu of mailing my policy, please Email my policy to the above address. I agree to accept an electronic copy of my application with my policy.  In lieu of completing multiple applications, I agree for this application to be used to place coverage with an alternate insurance company offering better coverage or lower rates for a comparable product.				

## Confirm Eligibility for the "Self-Rated" Program

For you to be eligible for E&O self-rating, the responses to questions 1-4 below must all be "TRUE". If you answer "FALSE" to any of these questions, please call ALIA to obtain our Standard Appraisers' E&O Application.

		TRUE	FALSE
1.	The applicant holds a valid state license or certification in each state in which he/she provides appraisal services. If you are a Trainee, you have passed the initial exam (if		
	required) or any other state requirements.		
2.	The applicant does not appraise any real estate in which he/she has an ownership		
	interest.		
3.	The applicant has not been disciplined or investigated by any state licensing,		
	administrative or regulatory board as a result of appraisal activities within the past 5		
	years.		
4.	There have been no claims reported and/or pending circumstances which could result		
	in a claim made against the applicant within the past 5 years.		

If	any of	questions a	bove are "F	ALSE", ple	ase stop h	nere and ca	all ALIA at 1	L-800-882-4410	

### Calculate Your Premium

If you answer TRUE to <u>all</u> of questions 5-7, please select a premium based on your state and desired limits from <u>Table 1</u> below and type it into the field "My Premium" on the next page. If you answer FALSE to <u>any</u> of questions 5-7, please select a premium from <u>Table 2</u> below and type it into the field "My Premium" on the next page.

NOTE: Many lenders/Financial Institutions require minimum limits of \$500,000 Per Claim / \$1,000,000 Aggregate.

		TRUE	FALSE
5.	In the last fiscal year, 80% or more of my revenues have been derived from residential		
	appraisals.		
6.	Within the last fiscal year, I have not appraised any properties valued at greater than		
	\$3,000,000.		
7.	The applicant's combined total gross revenues for the last three (3) years did not		
	exceed \$500,000.		

If <u>all</u> of questions 5, 6, and 7 are TRUE

If any of questions 5, 6, and 7 is FALSE

	Table 1			Table 2				
Per Claim: Aggregate:	300,000	500,000 1,000,000	1,000,000 1,000,000	1,000,000 2,000,000	300,000 600,000	500,000 1,000,000	1,000,000 1,000,000	1,000,000 2,000,000
Alabama	401	458	478	520	473	540	563	611
Arizona	571	653	683	742	782	805	823	890
Arkansas	401	458	478	520	473	540	563	611
California	656	668	680	732	680	700	716	774
Colorado	432	494	515	560	510	582	606	658
Connecticut	401	458	478	520	473	540	563	611
Delaware	401	458	478	520	473	540	563	611
District of Columbia	401	458	478	520	473	540	563	611
Florida	565	646	691	733	667	762	812	862
Georgia	553	632	689	716	653	744	808	842
Hawaii	401	458	478	520	473	540	563	611
Idaho	401	458	478	520	473	540	563	611
Illinois	461	527	550	598	544	621	648	703
Indiana	432	494	515	560	510	582	606	658
lowa	401	458	478	520	473	540	563	611
Kansas	401	458	478	520	473	540	563	611
Kentucky*	401	458	478	520	473	540	563	611
Maine	401	458	478	520	473	540	563	611
Maryland	401	458	478	520	473	540	563	611
Massachusetts	432	494	515	560	510	582	606	658
Michigan	518	592	618	672	612	698	728	790
Minnesota	432	494	515	560	510	582	606	658
Mississippi	432	494	515	560	510	582	606	658
Missouri	432	494	515	560	510	582	606	658
Montana	401	458	478	520	473	540	563	611
Nebraska	401	458	478	520	473	540	563	611

		Ta	able 1		Table 2			
Per claim: Aggregate:	300,000 600,000	500,000 1,000,000	1,000,000 1,000,000	1,000,000 2,000,000	300,000 600,000	500,000 1,000,000	1,000,000 1,000,000	1,000,000 2,000,000
Nevada	518	592	618	672	612	698	728	790
New Hampshire	401	458	478	520	473	540	563	611
New Jersey (tax included)	403.40	460.75	480.87	523.12	475.84	543.24	566.38	614.67
New Mexico	401	458	478	520	473	540	563	611
North Carolina	475	543	567	616	561	640	667	724
North Dakota	401	458	478	520	473	540	563	611
Ohio	432	494	515	560	510	582	606	658
Oklahoma	401	458	478	520	473	540	563	611
Oregon	401	458	478	520	473	540	563	611
Pennsylvania	432	494	515	560	510	582	606	658
Rhode Island	401	458	478	520	473	540	563	611
South Carolina	518	592	618	672	612	698	728	790
South Dakota	401	458	478	520	473	540	563	611
Tennessee	432	494	515	560	510	582	606	658
Texas	599	684	714	776	782	805	823	906
Utah	401	458	478	520	473	540	563	611
Vermont	401	458	478	520	473	540	563	611
Virginia	401	458	478	520	473	540	563	611
Washington	540	617	644	700	637	727	758	823

West Virginia

(tax included) Wisconsin

Wyoming

403.00

My State
My Selected Limits
My Premium

#### **PLEASE READ**

- 1. A standard Deductible of \$500 per claim / \$1,000 annual aggregate will be included in each policy.
- 2. ALIA charges a Professional Services Fee in addition to the premiums listed above.
- 3. States highlighted in blue are not yet eligible for expanded coverage offerings listed in *Additional Coverage Options* later in the proposal.
- 4. The premiums listed above are subject to change based on carrier filings and should not be considered final until written confirmation is obtained from the carrier.

<sup>\*</sup>Kentucky Regional Taxes will be calculated and charged separately after your application and premium payment are received

#### **Notices**

<u>Kentucky Residents</u>: The premiums above <u>do not include</u> the State, City or County Taxes assessed in Kentucky. You will receive a separate bill for the taxes prior to policy inception.

New Jersey Insurance Guaranty Association Fund: Companies writing property and casualty insurance business in New Jersey are required to participate in the New Jersey Insurance Guaranty Association. If a company becomes insolvent, the Guaranty Association settles unpaid claims and assesses each insurance company for its fair share. The current assessment will be displayed on your premium notice. The premiums indicated above have been multiplied by the current assessment for your convenience.

<u>West Virginia Residents</u>: The State of West Virginia assesses a tax of 0.55% on insurance. *The premiums indicated above have been multiplied by the current assessment for your convenience.* 

<u>Florida Residents</u>: Companies writing property and casualty insurance business in the State of Florida are often required to collect a Florida Hurricane Catastrophe surcharge. When Florida is requiring this surcharge, the premium you selected above will be multiplied by the appropriate factor.

**FRAUD WARNING**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**ARKANSAS, LOUISIANA AND WEST VIRGINIA FRAUD WARNING**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO FRAUD WARNING: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance benefits, and/or civil damages. In Colorado, any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**D.C. FRAUD WARNING**: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**FLORIDA FRAUD WARNING**: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KANSAS FRAUD WARNING: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**KENTUCKY FRAUD WARNING**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MAINE FRAUD WARNING**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

MARYLAND FRAUD WARNING: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD WARNING: A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**NEW JERSEY FRAUD WARNING**: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO FRAUD WARNING**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**NEW YORK FRAUD WARNING**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO FRAUD WARNING**: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

**OREGON FRAUD WARNING**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material to the content of the contract commits a fraudulent insurance act, which may be violating state law and may be subject to prosecution for insurance fraud.

**PENNSYLVANIA FRAUD WARNING**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TENNESSEE FRAUD WARNING**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VIRGINIA AND WASHINGTON FRAUD WARNING**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VERMONT FRAUD WARNING**: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT ACCEPTS NOTICE THAT ANY POLICY ISSUED WILL APPLY ON A "CLAIMS-MADE" BASIS. THE APPLICANT ACCEPTS NOTICE THAT THEY ARE REQUIRED TO PROVIDE WRITTEN NOTIFICATION TO THE COMPANY OF ANY CHANGES TO THIS APPLICATION THAT MAY HAPPEN BETWEEN THE SIGNATURE DATE BELOW AND ANY PROPOSED EFFECTIVE DATE.

I understand that the final premium will be rounded to the nearest whole dollar. I declare that all statements and particulars herein are true, complete and accurate and that there has been no suppression or misstatements of fact and agree that this application shall be the basis of, and becomes a part of, my Professional Liability coverage.

Signature		Date/
	Must be signed by the applicant	

# **Insurance Company**

## Real Estate Professionals Errors and Omissions Insurance Application

# Reliance on a Competitor's Application with Statement

Firm Name:		<u>.</u>	
Firm Address:			
City:	State:	Zip:	
Re: Application for Real Estate Professionals Errors	& Omissions Insurance		
Application:	Date Application	n signed: (Month/Day/Year)	
(Name of Carrier/Professional Liability Progr	ram)	(Month/Day/Year)	
This document acknowledges receipt by Navigators Insu Omissions Policy.	rance Company of your firm's red	quest for a Real Estate Professior	als Errors 8
Your firm's request for coverage included the application	referenced above.		
In lieu of requiring your firm to complete our application,	we are willing to use the submitte	ed application subject to the follow	ing:
<ul> <li>i) You agree that we may use the information contain your account;</li> </ul>	ned in such application and any a	attachments to such application in	underwritin
<ul><li>ii) We may rely upon the truth and accuracy of the reapplication;</li></ul>	epresentations contained in said a	application and the attachments to	such
iii) You hereby represent that the statements and infare true and accurate to the best of your present known		ation and the attachments to such	n applicatior
iv) Said application, along with this letter, will be dee	emed attached to and incorporate	d into any policy we may issue pu	rsuant to it.
Additionally, you certify that you have no knowledge of an entity or individual for which insurance is requested, which addition, after making reasonable inquiries, you are not a correct any other circumstances or incidents which could give activities on behalf of the Company.	ch has not been reported previous aware of any act, error or omissio	sly to you or another insurance con, or allegations of any act, error	mpany. In or omissions
l, the undersigned, understand that the insurance compa understanding that there are no known unreported claims which later result in a claim will not be covered by the Co	s or incidents. I also understand t		
Your signature below represents your acceptance of the	above provisions.		
Print Name	Title		
Signature	 Date		

## Additional Coverage Options (for a charge)

**Our preferred carrier partner** is pleased to announce the addition of two new optional coverages that can be endorsed onto your E&O:

Eligible States	Coverage & Description	Premium	Interested
All States (except WA)	Appraiser Trainee Coverage: Provides defense only coverage up to \$15,000 and is subject to a \$2,500 deductible.	Generally, \$130 - \$190 based on the premium tier of your state.	
	Appraisal Management Company Extension may be available upon your completion of the application process.	Generally, \$65 - \$110 for up to \$1 million limits based on the premium tier of your state.	

Through our relationships with other carriers, ALIA can usually obtain reasonably priced additional coverages such as:

Eligible States	Coverage & Description	Premium	Interested
All	Commercial Package Policy:	Generally, premiums	
	Provides "General Liability and	range from \$175 for a	
	Commercial Property"	minimum limit "Work	
	coverages to your business.	from Home" Package or	
		around \$500 for a broad	
	Note: Many Appraisal Management	coverage "Business	
	Companies are beginning to require a t	Owners Package"	
	least General Liability in addition to your E&O.		
All	Cyber Liability: Provides	Generally, premiums can	
	coverage due to unauthorized	average \$1,000 for full	
	breach of your electronic	Cyber coverage.	
	records	However, ALIA has access	
		to carriers that my offer	
	Note: Many Appraisal Management	minimal coverage for as	
	Companies are beginning to prefer Appraisers maintain Cyber coverage.	low as \$250.	

Note: The description above is a brief sample of the types of coverages available to Real Estate Appraisers. ALIA recommends guiding you through a complete "Coverage Review" at least every other year. These simple telephone reviews are quickly scheduled through our website and generally take as little as 15 minutes to complete.

The ALIA coverage review could reduce the likelihood of an uncovered claim and even save you money in your overall insurance costs.

#### ALIA TEAM PROFESSIONAL SERVICES AGREEMENT

This Professional Education Subscription & Broker Agreement ("Agreement") is effective as of the date described in this proposal, ("Effective Date"), by and between the undersigned ("Client") and Riverton Insurance Agency Corp. dba Associations Liability Insurance Agency dba ALIA ("Broker"). Under this Agreement, (a) Client appoints Broker as Client's insurance broker of record to transact insurance business on behalf of the Client, and (b) the parties agree to separate services to be provided by Broker to Client and related fees, as set forth herein.

Broker of Record: Client hereby appoints Broker as Client's insurance broker of record to transact insurance business on behalf of Client ("Insurance Broking"). When applicable, Broker will make a reasonable search of the marketplace of insurers available to Broker and provide options to Client for the type of risk that Client wishes to insure based on the requirements and specifications provided by Client. Because insurance quotations are estimates and subject to change, Client agrees to pay all earned premium and fees charged on coverage selected. Client acknowledges that no insurance coverage exists until accepted by the carrier(s) and that Broker is not obligated to change or renew any coverage without a written order. Client authorizes Broker to maintain premium payments in interest bearing trust accounts and that Broker is entitled to all interest income earned on such funds. Client authorizes Broker to cancel any insurance policies if any Premiums, Taxes or Fees (defined in this Proposal) remain unpaid to Broker. In addition to the Commission, Client acknowledges and agrees that Broker may receive additional compensation from insurers, finance companies, or other vendors for its professional services, which may be in a variety of forms and amounts.

Scope of Services: Separate from the Commission, Broker will provide Client services, education, training and other value-add services ("Services") in exchange for Client's payment of the subscription fees ("Subscription Fees"), as set forth in the below referenced Scope of Services. Client consents to the payment of the Subscription Fees. Client acknowledges and agrees that that the Services are separate from the Insurance Broking and related Commissions, and provide valuable education, information and related services to Client. Client also acknowledges and agrees that the Subscription Fees are non-refundable and fully earned upon binding of the insurance policy, irrespective of whether the policy is later cancelled or non-renewed by Client or insurer. Client further acknowledges and agrees that the Subscription Fees are not part of the premium charged by any insurer, and are in addition to Commission paid by Client as well as any additional compensation Broker may receive from insurers for its professional services.

<u>General</u>: This Agreement shall continue in full force until terminated by either party for any reason, and shall terminate when Broker is no longer Client's broker of record. This Agreement shall be interpreted and construed in accordance with the laws of New Jersey; venue for any proceeding shall be state/federal courts in New Jersey. In any action to enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fees, court or arbitration costs. The Subscription Fees are applicable as and to the fullest extent permissible in the applicable state/jurisdiction. If Broker adopts any enhancements to its Services during the term hereof that would otherwise increase the Services available without additional charge, such increased Services will apply to this Agreement at no extra charge to Client.

Broker and Client agree to the terms and conditions set forth above and on the Scope of Services, and acknowledge receipt of a copy of this Agreement. Client understands that upon signing this document, the Subscription Fees will be fully earned by Broker and will be non-refundable.

CLIENT	BROKER
Signature:	Signature:
Name:	Name: L. Lenny Waldhauser, IV
Title:	Title: President

#### PROFESSIONAL SERVICE AGREEMENT "SCOPE OF SERVICES"

	PROFESSIONAL SERVICE AGREEMENT "SCOPE OF SERV	ICES"
Services:		Subscription Fee:
•	Risk management and loss control information tailored to Real Estate Industry	
•	Access to coverage hotline handled by experienced staff or consultants who possess	\$10 per month (Billed \$120 Annually):
	specific knowledge of the Real Estate industry	\$
•	Access to Real Estate related content, in the form of but not limited to whitepapers,	
	blogs, podcasts and webinars	
•	Subscription Services: ALIA Claims Hotline, ALIA Communicator, Webinars,	
	Customized Appraisal Industry Education Curriculum, Online Courses	

## Select Payment Option

	Premium:	\$					
+	Additional Coverages	\$					
+	Subscription Fee	\$					
	Total Amount Due:	\$					
	( ) Payment Option 1						
Check	*: Please make check for <i>Total A</i>	mount Due	payable to Rivert	on Insuranc	e Agency Corp.	and mail to:	
	Riverton Insurance Ag Attn The ALIA Team PO Box 236 Riverton, NJ 08077	ency Corp.	coverage to be approximately	bound unti 10 business	g a check, we call your check cleased ays. For faste e "ACH" on the	ars the bank. Pleaser service, please	e select
Or,							
	( ) Payment Option 2						
Credit,	/Debit Card or ACH/eCheck**: F	Please go to	https://aliains.co	m and Click	PAY NOW to pa	y <b>Total Amoun</b>	t Due.
-	ment will be processed by a thire ctions and a \$3 flat fee for ACH			plies a 3.25	% convenience	fee to credit/de	bit card
Or,							
	( ) Payment Option 3 -	Premium	Financing throu	ıgh <b>Imperi</b>	ial PFS (IPFS)		
<b>Now</b> a	Payment Option 2 above, pleas is per below. Upon receipt, we vote to be financed.	-					
Total A	Amount Due: \$	X Do	wn Payment:	=	Amount Due N	ow: \$	



Riverton Insurance Agency Corp d/b/a Associations Liability Insurance Agency "ALIA" National Producer Number 18439135 California Producer number 0L81423

Any preliminary premium indication based on the information provided is not binding on the insurance carrier, its affiliates or subsidiaries. It does not obligate the insurer to bind coverage and/or issue an insurance policy until you have satisfied any subjectivities or conditions as noted above. The insurer retains the right to quote or rescind this indication based on applicable underwriting guidelines.