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INDIVIDUAL REAL ESTATE APPRAISER'S E&O NEW BUSINESS APPLICATION

☐ WESTERN WORLD INSURANCE COMPANY ☐ TUDOR INSURANCE COMPANY ☐ STRATFORD INSURANCE COMPANY

THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY PAYMENT OF DEFENSE COSTS. DEFENSE COSTS ARE SUBJECT TO THE APPLICABLE RETENTION. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

INSTRUCTIONS: THIS SELF-RATING APPLICATION IS FOR AN INDIVIDUAL APPRAISER WHO PERFORMS 100% REAL ESTATE APPRAISALS WORK. PLEASE NOTE THAT COVERAGE WILL ONLY APPLY TO SERVICES RENDERED BY THE **APPLICANT**.

The term "**Applicant**" shall mean all natural persons proposed for coverage.

Section A. General Information

1. Applicant Information

Name of Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Primary E-mail Address: _____

Current/Desired Effective Date: _____

2. Alternative Information about the **Applicant**

Please describe any alternative 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 the Policy to the address above. I agree to accept an electronic copy of my **Application** with my Policy.

Section B. Confirm Eligibility for the "Self-Rated" Program

1. For the **Applicant** to be eligible for E&O Self-Rating, the responses to questions 1-4 below must all be **TRUE**. If the **Applicant** answers **FALSE** to any of these questions, please complete a Standard Real Estate Appraisers E&O Application:

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 ☐ True ☐ False (if required) or any other state requirements.

2. The **Applicant** does not appraise any real estate in which he/she has an ownership interest. ☐ True ☐ False

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. ☐ True ☐ False

***If False, complete question 8 on Page 4**

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. ☐ True ☐ False

***If False, complete questions 9 & 10 on Page 4**

Section C. Calculate Your Premium

1. If the **Applicant** answers **TRUE** to all of questions 5-7, please select the premium based on your state and desired limits from Table 1 below and type in into the field "the **Applicant's** Premium on the next page.
2. If you answer **FALSE** to any of the questions 5-7, please select a premium from Table 2 below and type it into the field "The **Applicant's** Premium" on the next page.

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

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

IF ALL QUESTIONS 5-7 ARE "TRUE"

IF ANY OF QUESTIONS 5-7 ARE "FALSE"

Table 1					Table 2			
Per Claim Aggregate:	300,000 600,000	500,000 1,000,00	1,000,000 1,000,00	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
Delaware	401	458	478	520	473	540	563	611
District of Columbia	401	458	478	520	473	540	563	611
Florida	706	807	864	917	834	952	1,015	1,078
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
Iowa	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

IF ALL QUESTIONS 5-7 ARE "TRUE"

IF ANY OF QUESTIONS 5-7 ARE "FALSE"

Table 1					Table 2			
Per Claim Aggregate:	300,000 600,000	500,000 1,000,00	1,000,000 1,000,00	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
Nebraska	401	458	478	520	473	540	563	611
Nevada	518	592	618	672	612	698	728	790
New Hampshire	401	458	478	520	473	540	563	611
New Jersey	401	458	478	520	473	540	563	611
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	401	458	478	520	473	540	563	611
Wisconsin	401	458	478	520	473	540	563	611
Wyoming	401	458	478	520	473	540	563	611

*Kentucky Regional Taxes will be calculated and changed separately after your application and premium payment are received

The Applicant's State: _____

The Selected Limits: _____

Premium from the Table Above: \$ _____

PLEASE READ

1. A standard Deductible of \$500 per claim / \$1,000 annual aggregate will be included in each policy.
2. OREP 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.

Section D. Additional Information for Applicants Not Eligible for the "Self-Rated" Program

If the **Applicant** answered **FALSE** to question #3, please complete the following and contact your agent:

8. Number of disciplinary actions or investigations in the past five (5) years. _____

****Please provide information on a separate sheet with a copy of the complaint documents***

If the **Applicant** answered **FALSE** to question #3, please complete the following and contact your agent:

9. Number of claims pending circumstances in the past five (5) years: _____

****Supplementary application required***

10. Total incurred loss in the past five (5) years: \$ _____

****Please provide currently valued loss runs***

FRAUD WARNING STATEMENTS

NOTICE TO ARKANSAS, LOUISIANA AND WEST VIRGINIA APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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 and civil damages. 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.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application (or any supplemental application, questionnaire or similar document) containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: 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.

NOTICE TO KANSAS APPLICANTS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by 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 or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO MAINE APPLICANTS: 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 a denial of insurance benefits.

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

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

NOTICE TO NEW MEXICO APPLICANTS: 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.

NOTICE TO NEW YORK APPLICANTS: 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.

NOTICE TO OHIO APPLICANTS: Any person who, with 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.

NOTICE TO 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.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

NOTICE TO PENNSYLVANIA APPLICANTS: 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.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

LEGAL NOTICES AND SIGNATURES

BEFORE YOU SIGN THIS APPLICATION, READ THESE NOTICES CAREFULLY AND DISCUSS WITH YOUR BROKER IF YOU HAVE ANY QUESTIONS.

FOR THE PURPOSE OF THIS APPLICATION, THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF ALL PERSON(S) OR ENTITIES PROPOSED FOR THIS INSURANCE DECLARES THAT, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION, AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE.

THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE AGREES THAT IF THE STATEMENTS AND INFORMATION SUPPLIED ON THIS APPLICATION OR INCORPORATED BY REFERENCE CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY, PRIOR TO THE EFFECTIVE DATE AND TIME OF THE BINDER, ANY OUTSTANDING QUOTES AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

SIGNING THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION AND ANY INFORMATION INCORPORATED BY REFERENCE HERETO, SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IS INCORPORATED INTO AND IS PART OF THE POLICY.

SHOULD INSURER ISSUE A POLICY, APPLICANT AGREES THAT SUCH POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF THE STATEMENTS AND REPRESENTATIONS IN THIS APPLICATION OR INCORPORATED BY REFERENCE HEREIN. IN THE EVENT THAT THE APPLICATION CONTAINS ANY MISREPRESENTATION OR MISSTATEMENT OF A MATERIAL FACT, THIS POLICY SHALL NOT AFFORD COVERAGE TO ANY INSURED WHO KNEW OF SUCH MISREPRESENTATION OR MISSTATEMENT.

THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE HEREBY ACKNOWLEDGES THAT HE/SHE IS AWARE THAT THE LIMIT OF LIABILITY CONTAINED IN THIS POLICY SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, BY THE COST OF LEGAL DEFENSE AND, IN SUCH EVENT, THE INSURER SHALL NOT BE LIABLE FOR THE COSTS OF LEGAL DEFENSE OR FOR THE AMOUNT OF ANY JUDGEMENT OR SETTLEMENT TO THE EXTENT THAT SUCH EXCEEDS THE LIMIT OF LIABILITY OF THIS POLICY.

APPLICANT STATEMENT

The undersigned authorized owner, partner, director, or officer of the Applicant represents on behalf of the Named Insured and all persons/entities for whom insurance is being sought that to the best of his/her knowledge and belief after reasonable inquiry, the statements set forth herein and attached hereto are true. It is understood that the statements in this Application, including material submitted to or obtained by the underwriter, are material to the acceptance of the risk, and relied upon by the underwriter. The Applicant further acknowledges that in the event the application contains any misrepresentation or misstatement of a material fact, this policy shall not afford coverage to any insured who knew of such misrepresentation or misstatement.

The undersigned authorized owner, partner, director, or officer of the Applicant declares that the statements set forth herein are true. The undersigned agrees that if the information supplied on this **Application** changes between the date of this **Application** and the effective date of the insurance, he/she will immediately notify the **Insurer** of such changes, and the **Insurer** may withdraw or modify, prior to the effective date and time on the binder, any outstanding quotations, authorizations, or agreements to bind the insurance..

Signed: _____

(Duly authorized representative, by and on behalf of the Applicant)

Title: _____ Date: _____

MUST BE SIGNED BY THE APPLICANT'S CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, OR GENERAL COUNSEL.

FOR FLORIDA APPLICANTS ONLY:

Agent Name: _____

Agent License Identification Number: _____

FOR IOWA APPLICANTS ONLY:

Broker _____

Address: _____

FOR MISSOURI AND WYOMING APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

THE APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT THE POLICY FOR WHICH IT IS APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE THE POLICY'S LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, THE APPLICANT SHALL BE LIABLE FOR ANY FURTHER CLAIMS EXPENSES AND DAMAGES.

Signed: _____

(Duly authorized representative, by and on behalf of the Applicant)

Title: _____ Date: _____

OREP PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement & Broker Agreement ("*Agreement*") is effective as of the date this agreement is signed, ("*Effective Date*"), by and between the undersigned ("*Client*") and OREP- Organization of Real Estate Professionals Insurance Services, LLC ("*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 or Service Fees (defined below) 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 fees ("*Service Fees*"), as set forth in the below referenced *Scope of Services*. Client consents to the payment of the Service 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 Service 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 Service 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.


General: 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 California; venue for any proceeding shall be state/federal courts in California. In any action to enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fees, court or arbitration costs. The Service 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 attached Scope of Services, and acknowledge receipt of a copy of this Agreement. Client understands that upon signing this document, the Service Fees will be fully earned by Broker and will be non-refundable.

CLIENT

BROKER

Signature: _____

Signature: 

Name: _____

Name: David Brauner

Date: _____

Title: President

PROFESSIONAL SERVICE AGREEMENT "SCOPE OF SERVICES"

Services:

- Risk management and loss control information tailored to Real Estate Appraisers, including zero deductible, FREE approved education, webinars and consulting.
- Access to coverage hotline handled by experienced staff or consultants who possess 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 and Working RE Magazine.

Service Fee:

Billed Annually: \$50
(Replaces \$50 OREP fee of prior years where applicable)



OREP—Organization of Real Estate Professionals Insurance Services, LLC. Calif. Lic. #0K99465
6760 University Ave. #250 San Diego, CA 92115 (888) 347-5273 info@orep.org

Payment Page

Please complete and email to info@orep.org or FAX: 619-704-0567

Premium selected from Application / Quote \$ _____

OREP Professional Service Fee + \$50.00

(Includes OREP Membership/Risk Management)

\$ _____ **Total**

Suggested FHA Appraising Support (Optional)

For more Efficient and Compliant FHA Appraising. (Unconditional money-back guarantee applies.)

() **FHA Checklist, Instructions and eBook** (\$40.00)

\$ _____ **Total + \$40/FHA Guide for optional material**

() **Financing:** To finance, please check box at left and return completed application. Not payment is required at this time. A financing agreement will be emailed to you with terms and conditions.

Pay by E-Check

1. Make check payable to OREP for total amount due and attach to this form (below).

2. Sign the authorization below and fax or email application with form/check.

3. Keep the physical check for your records. (Do not mail.)

(Checks drawn on a line of credit cannot be processed.)

Authorization: Signature authorizes OREP to charge bank account as per the attached check:

Your Signature / /
Date Signed

→ If paying by check, attach here and remember to sign the authorization above. You may cover the credit card area with your check.

Attach Your Check Here

Payment by Credit Card

Amount Charged \$ _____

Cardholder's Name: _____

Billing Address: _____

City _____ State _____ Zip: _____

Credit Card Number: _____ Exp. date: _____ / _____

Signature of cardholder: _____ Date signed _____ / _____ / _____