

## Individual Real Estate Appraiser's E&O Application

Edition Date 05 01 (10/3)

**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:** \_\_\_\_\_

**Desired Effective Date:** \_\_\_\_\_ **Retroactive Date:** \_\_\_\_\_  **No Prior Coverage**

**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 this E&O self-rating program, responses to questions 1-4 below must all be "TRUE". If you answer "FALSE" to any of these questions, please contact OREP to obtain alternate application (888-347-5273/appraisers@orep.org).

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.	[ ] True [ ] False
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
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 any of questions above are "FALSE," please stop and call OREP at 888-347-5273 for an alternative application.**

If you answer TRUE to all of questions 5-7 below, please refer to Table 1 premiums (below). If you answer FALSE to any of questions 5-7, please select your premium from Table 2 (below) and enter in the field "My Premium" on next page.

5. In the last fiscal year, 80% or more of my revenues have been derived from residential appraisals.	[ ] True [ ] False
6. Within the last fiscal year, I have 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

**NOTE: Many lenders/Financial Institutions require Minimum Aggregate Limit of \$1,000,000.**

(Raising limits mid-term is done by endorsement and can take up to several days to process.)

If all of questions 5, 6, and 7 are TRUE

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

Per Claim: Aggregate:	Table 1				Table 2			
	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
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	342	391	408	444	404	461	480	521
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
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
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 (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

**NOTE: Many lenders/Financial Institutions require Minimum Aggregate Limit of \$1,000,000.**

(Raising limits mid-term is done by endorsement and can take up to several days to process.)

If all of questions 5, 6, and 7 are TRUE

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

	Table 1				Table 2			
<b>Per Claim:</b>	300,000	500,000	1,000,000	1,000,000	300,000	500,000	1,000,000	1,000,000
<b>Aggregate:</b>	600,000	1,000,000	1,000,000	2,000,000	600,000	1,000,000	1,000,000	2,000,000
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	440	503	525	571	520	593	618	671
West Virginia (tax included)	403	461	481	523	475	543	566	615
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 charged separately after your application and premium payment are received

**PLEASE READ**

1. **Standard Deductible of \$500 per claim/\$1,000 annual aggregate is included in each policy.**  
**Note: OREP Members enjoy a \$0 deductible for participating in OREP's Risk Management Program.**
2. **OREP charges a Professional Services Fee for membership in OREP's Risk Management Program, which includes a zero deductible, free approved Continuing Education, free webinars, Working RE and more.**  
**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.**

<b>Please Enter Premium Selected from Table above</b>	<b>\$ _____ Premium Selected from Table</b>
<input type="checkbox"/> <b>Important Coverage Note:</b> If you'd like a quote on a low-cost General Liability (GL) policy that includes Loss of Income coverage, Personal Property coverage (computers, client records, buildings) and Employee Dishonesty, please check this box. Premiums range from \$175 - \$500. The separate GL quote will follow and will not delay the processing of this E&O coverage.	
<b>ADDITIONAL OPTIONAL COVERAGES – to opt in, please check box and calculate surcharge.</b>	
<input type="checkbox"/> <b>Add AMC Extension Coverage (10% of Premium)</b> (Third Party coverage for AMCs, <a href="#">click for details</a> )	<b>\$ _____</b> (Surcharge: Multiply Premium x .10)
<input type="checkbox"/> <b>Add Trainee Coverage (50% of Premium)</b> Include a Trainee up to the full limits of your policy's Coverage	<b>\$ _____</b> (Surcharge: Multiply Premium x .50)
<b>Total Premium if Optional Coverages Selected</b>	<b>\$ _____ Total Premium Due</b> (Premium from Table + Optional Coverages )

**FRAUD WARNINGS**

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

**Please Complete the Following Two Forms to Process Your Coverage**

**Insurance Company**

**Real Estate Professionals  
Errors and Omissions Insurance Application**

**Reliance on a Competitor's Application with Statement**

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Re: Application for Real Estate Professionals Errors & Omissions Insurance**

Application: **OREP** \_\_\_\_\_ Date Application signed: \_\_\_\_\_  
(Name of Carrier/Professional Liability Program) (Month/Day/Year)

This document acknowledges receipt by Stratford Insurance Company of your firm's request for a Real Estate Professionals Errors & Omissions Policy.

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 submitted application subject to the following:

- i) You agree that we may use the information contained in such application and any attachments to such application in underwriting your account;
- ii) We may rely upon the truth and accuracy of the representations contained in said application and the attachments to such application;
- iii) You hereby represent that the statements and information contained in said application and the attachments to such application are true and accurate to the best of your present knowledge; and
- iv) Said application, along with this letter, will be deemed attached to and incorporated into any policy we may issue pursuant to it.

Additionally, you certify that you have no knowledge of any claims, legal, or otherwise, which have been or may be made, against any entity or individual for which insurance is requested, which has not been reported previously to you or another insurance company. In addition, after making reasonable inquiries, you are not aware of any act, error or omission, or allegations of any act, error or omissions, or any other circumstances or incidents which could give rise to a claim as a result of the Company's operations or any individual's activities on behalf of the Company.

I, the undersigned, understand that the insurance company's willingness to provide coverage or reinstate coverage was based on the understanding that there are no known unreported claims or incidents. I also understand that all such unreported claims or incidents which later result in a claim will not be covered by the Company's policy.

Your signature below represents your acceptance of the above provisions.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 Professionals, including zero deductible, FREE approved education (most states), 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)



ORGANIZATION OF REAL ESTATE PROFESSIONALS

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

<b>Premium selected from Application / Quote</b>	\$ _____
OREP Professional Service Fee (Includes OREP Membership/Risk Management)	+ \$50.00
	\$ _____ <b>Total</b>

### 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 \_\_\_\_/\_\_\_\_/\_\_\_\_