



**REAL ESTATE E&O**

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY. PLEASE READ YOUR POLICY CAREFULLY.

1. Name of Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_

Website Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

\* List complete addresses of all additional offices on a separate sheet; if none, check here

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

2. Date Business was established: \_\_\_\_\_ Date Applicant was licensed as a Broker: \_\_\_\_\_  
Date Applicant was licensed as an Agent: \_\_\_\_\_

3. Is the applicant a: Corporation:  Partnership:  Sole Proprietorship:  Independent Contractor:

4. Is applicant applying for coverage as a: Firm:  Individual:   
If individual are you the Broker/Owner? Yes  No

5. Has Applicant, its Predecessor Firm or any Affiliated Firm at any time in the past or present engaged in any business venture outside the scope of a Real Estate Organization, including but not limited to, construction, property development, mortgage banking, mortgage brokering or insurance? Yes  No  If Yes, please answer the following questions:

(a.) Please advise details: \_\_\_\_\_

(b.) Is more than 10% of income derived from the sale of homes constructed /developed by the applicant or any related entity? Yes  No

(c.) Do you understand that there is **NO** coverage under the proposed policy for Loss or Defense costs in connection with claims involving the construction, development, sale or resale of real property developed or constructed by any applicant? Yes  No

6. Total number for each category (list each person only once, identifying their primary area of responsibility).

	Full Time	Part Time	
(1)	_____	_____	Real Estate Agents/Brokers/Independent Contractors
(2)	_____	_____	Property Managers
(3)	_____	_____	Appraisers
(4)	_____	_____	Mortgage Brokers
(5)	_____	_____	Realtor Assistants
(6)	_____	_____	Clerical
(7)	_____	_____	Other (Please describe: _____)
(8)	_____	_____	TOTAL

7. Applicant's Gross Revenue for the past 12 months (all fees and commissions before expenses, including any fees, commissions, or bonuses payable to employees and independent contractors). Indicate gross revenue derived from the sale of property, **NOT** the value of properties sold.

Description	Gross Income Last 12 Months	Number of Transactions	Projected Income Next 12 Months
Residential Sales (Including owned farms)*\$	_____	_____	\$ _____
Commercial Sales (Including residential properties over 4 units)	\$ _____	_____	\$ _____
Residential Property Management*	\$ _____	_____	\$ _____
Commercial Property Management	\$ _____	_____	\$ _____
Residential Real Estate Appraisal Fees*	\$ _____	_____	\$ _____
Commercial Real Estate Appraisal Fees (Complete addendum if over 35%)	\$ _____	_____	\$ _____
Mortgage Brokering	\$ _____	_____	\$ _____
Raw Land Sales	\$ _____	_____	\$ _____
Foreclosure Sales	\$ _____	_____	\$ _____
Other (Describe _____)	\$ _____	_____	\$ _____
<b>TOTAL SALES</b>	\$ _____	_____	\$ _____

\* Residential Real Estate means any property containing a single-family dwelling or multiple-family dwellings of up to 4 units. Any properties with more than 4 units are considered commercial.

8. Is the applicant firm associated with a Real Estate Franchise? Yes  No

9. What percentage of applicant's commission income is derived from the sale of Applicant's owned property? \_\_\_\_\_%
10. What is the average value of units sold? \_\_\_\_\_
11. Is more than 10% of applicant's commission income derived from the sale of real estate at any one location or development? Yes  No   
If Yes, please advise details on separate sheet.
12. Has the applicant or any past or present staff member had their license revoked, or been subject to disciplinary action or investigation by any Real Estate Association, State Licensing Board or other regulatory body? Yes  No   
If Yes, please provide details, date of occurrence and a copy of all findings by this regulatory agency. \_\_\_\_\_

**13. Current Insurance**

	E&O Insurance Co.	Policy Period	Limit of Liability	Premium	Deductible
a.	_____	_____	_____	_____	_____

- b. How many years has an E&O policy been in place without any lapses in coverage? \_\_\_\_\_
- c. Has the applicant ever purchased an extended reporting period endorsement? Yes  No   
If Yes, please explain on a separate sheet.
- d. During the past five years has any insurance carrier declined, cancelled or refused renewal of similar insurance on behalf of this applicant, predecessor firm or anyone for whom this insurance will apply? (Missouri applicants need not answer this question.) Yes  No   
If yes, please explain: \_\_\_\_\_

14. Is the applicant or anyone for whom this insurance will apply aware of any:
- a. Professional Liability claim made against them in the past 5 years? Yes  No
- b. Fact, circumstance, situation, act or omission which might reasonably be expected to be the basis of a claim or suit against them? Yes  No

**If "Yes", to any of 14 (a) or (b) please complete the Supplemental Claim Form.**

15. Does the Applicant currently have General Liability Insurance? Yes  No   
If yes, please advise the following:

Name of Carrier	Limit	Premium	Expiration Date
_____	_____	_____	_____

16. During the last 5 years, has any claim been made or suit been brought against the Applicant? Yes  No   
If yes, please provide details on a separate supplemental claim application.

17. Additional Insureds to be included (List name, address and relationship to Applicant):  
\_\_\_\_\_  
\_\_\_\_\_

18. Personal Property Limit(at 870% coinsurance/Replacement Cost): \_\_\_\_\_

19. Building Construction (please check one):

- Frame - Bldg. Is made from wood frame (2x4's/veneers).
- Joisted Masonry - Outside walls are constructed with bricks/cinder blocks. Roof is made of wood.
- Masonry Non-Combustible - Same as Joisted Masonry, except roof is steel.
- Fire Resistive - Structural steel framing, reinforced concrete outside/load bearing walls.

20. Property Protection Class (I-10): Zip Code:

21. a. Aluminum Wiring: Yes  No
- b. Fire/Smoke Alarms: Yes  No
- c. Burglar Alarms: Yes  No

22. Is the electrical system connected to circuit breakers? Yes  No

23. During the last 5 years, has any Property claim been made or currently pending? \_\_\_\_\_  
\_\_\_\_\_

**MAINE FRAUD STATEMENT:** 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

**NEBRASKA FRAUD STATEMENT:** 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.

**NORTH DAKOTA FRAUD STATEMENT:** ANY PERSON WHO KNOWINGLY AND WITH THE 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.

**OHIO AND OREGON FRAUD STATEMENT:** 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.

**OKLAHOMA FRAUD STATEMENT:** 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.

**PENNSYLVANIA FRAUD STATEMENT:** 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 PERSONS TO CRIMINAL AND CIVILPENALTIES.

**UTAH FRAUD STATEMENT:** 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. IN REGARDS TO DEFENSE AND SETTLEMENT, IT IS FURTHER AGREED THAT: ANY MATTER IN DISPUTE BETWEEN YOU, THE INSURED, AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU, THE INSURED, AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

**VIRGINIA FRAUD STATEMENT:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURER, SUBMITS AN APPLICATION FOR INSURANCE OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD. THE LIMIT OF LIABILITY FOR THE EXTENSION PERIOD APPLICABLE TO COVERAGE PART A AND COVERAGE PART B SHALL BE PART OF, AND NOT IN ADDITION TO THE LIMIT SPECIFIED IN THE DECLARATIONS. NSE COSTS, AND MAY COMPLETELY EXHAUST THE LIMITS OF LIABILITY OF THE POLICY FOR FIDUCIARY LIABILITY CLAIMS. TO THE EXTENT THAT POLICY LIMITS ARE EXHAUSTED FOR FIDUCIARY LIABILITY CLAIM(S) BY LEGAL DEFENSE COSTS, THE COMPANY SHALL NOT BE LIABLE FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AS RESPECTS THE FIDUCIARY LIABILITY COVERAGE. THIS POLICY SHALL ONLY COVER THOSE CLAIMS ACTUALLY MADE AGAINST THE INSURED WHILE THE POLICY REMAINS IN EFFECT FOR INCIDENTS REPORTED DURING THE POLICY PERIOD OR ANY SUBSEQUENT RENEWAL OF THIS POLICY OR ANY EXTENDED REPORTING PERIOD AND ALL COVERAGE UNDER THE POLICY SHALL CEASE UPON THE TERMINATION OF THE POLICY EXCEPT FOR THE AUTOMATIC EXTENDED REPORTING COVERAGE UNLESS THE INSURED PURCHASES ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE. THIS POLICY INCLUDES AN AUTOMATIC EXTENDED REPORTING PERIOD COVERAGE. THIS AUTOMATIC EXTENDED REPORTING PERIOD IS FOR 60 DAYS OR 90 DAYS IF THE INSURED IS A PUBLIC ENTITY. THIS POLICY PROVIDES THE INSURED, FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENDED REPORTING PERIOD OF THREE (3) YEARS FROM THE TERMINATION OF THIS POLICY. POTENTIAL COVERAGE GAPS MAY ARISE UPON TERMINATION OF SUCH EXTENDED REPORTING PERIOD COVERAGE. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE POLICY, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE LEVEL INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP HAS REACHED MATURITY. IF THE POLICY IS TERMINATED ON THE NEXT ANNIVERSARY DATE, THE PREMIUM THAT WILL BE CHARGED FOR EACH EXTENDED REPORTING PERIOD COVERAGE OPTION SHALL BE 30% OF THE FULL ANNUAL PREMIUM FOR A ONE YEAR EXTENSION, 60% OF THE FULL ANNUAL PREMIUM FOR A TWENTY-FOUR MONTH EXTENSION, AND 120% OF THE FULL ANNUAL PREMIUM FOR A THREE YEAR EXTENSION.

The undersigned declares that to the best of his/her knowledge and belief the statements set forth herein are true. The undersigned further declares that any occurrence or event taking place prior to the effective date to the insurance applied for which may render inaccurate, untrue or incomplete any statement made will immediately be reported in writing to the Insurer and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not stop the Insurer from relying on any statement in this Application. The signing of this application does not bind the undersigned to purchase the insurance, nor does the review of this Application bind the insurance company to issue a policy. It is understood the Insurer is relying on this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the policy.

**Signature of the applicant of Insured:** \_\_\_\_\_  
Must be signed by a Principal, Partner or Officer of the Firm

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

IF THE PRIMARY ADDRESS OF THE LOCATION LISTED IN ITEM #1 IS IN THE STATE OF NEW YORK, IOWA AND FLORIDA, THE STATE OF NEW YORK, IOWA AND FLORIDA REQUIRE THAT WE HAVE THE NAMES AND ADDRESSES OF YOUR (INSURED'S) AUTHORIZED AGENT OR BROKER.

NAME OF AUTHORIZED AGENT OR BROKER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AGENT OR BROKER LICENSE NUMBER: \_\_\_\_\_