

## **APPLICATION Real Estate Appraisers Errors & Omissions Insurance** (Colorado)

This application is for an individual deriving 100% of revenue from performing real estate appraisals.

If you are involved in other areas of real estate please contact the agent shown above.

Appli	icant (First Name, Middle Initial,			Address		
	(First Name, Middle Initial,	, Last Nam	e)			
City		ST	Zip	Tel:	Fax	:
	: Coverage afforded shall apply to a spervision or approval of appraisals				aiser only. Coverage	does not apply to
E-Mail	l Address:					
	lieu of mailing my policy, you may leation with the policy.	E-mail my	policy to the	e above address. I aç	gree to accept an elec	tronic copy of my
Desir	ed Effective Date:		Pol	icy Number (if renewa	al):	
Name	e of appraisal firm in which you are	affiliated:				
	To be eligible for this pr	rogram, th	e responses	to questions 1- 4 be	low must <u>all</u> be "TRUI	<b>=</b> ".
1.	The applicant holds a valid state provides appraisal services. If yo required) or any other state requ	ou are a 1	rainee, you			□ True □ False
2.	The applicant does not appraise	e any real	estate in wh	nich he/she has an o	wnership interest.	☐ True ☐ False
3.	The applicant has not been inve or regulatory board as a result o					☐ True ☐ False
4.	There have been no claims made could result in a claim made aga					☐ True ☐ False

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# PRIOR ACTS DATE/RETROACTIVE DATE

5.	The applicant currently has an active Appraisers Errors & Omissions Insurance Policy?  (MUST CHECK ONE)	☐ True ☐ False
6.	If question 5 is "TRUE", what is the Prior Acts Date on your current policy (also known as the Retroactive Date)?  INFORMATION ONLY. The Prior Acts Date (also known as the Retroactive Date) is typically found on the Declarations Page, which is the first page of the policy. If it is not included on the Declarations Page, it will be included in one of the endorsements attached to your policy. All Errors & Omissions policies are assigned a Prior	MM/DD/YYYY
	Acts Date, enter the date in question #6 (above) as it appears on your Declarations Page or endorsement. If the assigned Prior Acts Dates is "N/A" this typically means you have assigned Full Prior Acts Coverage, in which case Group 2 Premiums apply.	

### RESIDENTIAL VS COMMERCIAL PREMIUM

	To be eligible for the Residential Premiums shown below, the responses to questions 7-9 must <u>all</u> be "TRUE".  All others use the Commercial Premium schedule shown below				
7	7.	In the last fiscal year, 80% or more of the applicant's revenues have been derived from residential appraisals.	☐ True ☐ False		
8	В.	Within the last fiscal year, the applicant has not appraised any properties valued at greater than \$3,000,000.	☐ True ☐ False		
(	9.	The applicant's total gross revenues did not exceed \$500,000 for the last three (3) year period.	☐ True ☐ False		

## **GROUP 1 PREMIUMS**

To be eligible for Group 1 Premiums, the applicant:

- Has an active Appraisers Errors and Omissions Insurance policy with a Prior Acts Date (also known as a Retroactive Date) in question 6 that is 8/1/2008 or more recent (a date between 8/1/2008 and today);
- 2. Does NOT have an active Appraisers E&O insurance policy (i.e., your response to question 5 is "FALSE").

Per Claim/ Annual Aggregate Limit	RESIDENTIAL	COMMERCIAL		
Select Desired Limit	To be eligible for the residential premium your re	be eligible for the residential premium your responses to questions 7-9 must all be "true".		
\$300,000 / \$600,000	\$460	\$541		
\$500,000 /\$1,000,000	\$525	\$618		
\$1,000,000 / \$1,000,000	\$548	\$645		
\$1,000,000 / \$2,000,000	\$596	\$701		

### **GROUP 2 PREMIUMS**

Group 2 Premiums apply to any applicant who does not qualify for Group 1, including if the Prior Acts Date (also known as a Retroactive Date) in question 6 is either:

1. 7/31/2008 or older;

or

2. "None", "Not Applicable", "N/A", "Full" or "Unlimited".

Per Claim/ Annual Aggregate Limit	RESIDENTIAL	COMMERCIAL	
Select Desired Limit To be eligible for the residential premium		sponses to questions 7-9 must all be "true".	
\$300,000 / \$600,000	\$649	\$763	
\$500,000 /\$1,000,000	\$740	\$871	
\$1,000,000 / \$1,000,000	\$773	\$909	
\$1,000,000 / \$2,000,000	\$840	\$988	

Premium	Enter the premium YOU selected from above: \$	Premium Due
Premium	A standard DEDUCTIBLE of \$0.00 per claim applie	s to each policy.

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If you have an active and in-force Appraisers Errors & Omissions Insurance you need prior acts coverage. Attach a copy of your current policy's declaration page showing the prior acts date (also known as the retroactive date) when submitting this application. Notice: the premium will be corrected if such date contradicts a response to questions 5 or 6.



# APPLICATION Real Estate Appraisers Errors & Omissions Insurance

**General Star National Insurance Company** is an "admitted" or "licensed" insurer in all states except Connecticut (where General Star Indemnity Company is "admitted" or "licensed"), subject to the financial solvency regulation and enforcement, which applies to licensed companies. This insurance company participates in state insurance guarantee funds.

#### Fraud Warning:

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 material false information or conceals for the purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties and denial of insurance benefits.

#### **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.

# IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT. SHOULD A POLICY BE ISSUED IT WILL ATTACH TO THE POLICY.

Completion of the application or tendering of premium does not bind coverage.

I understand that the final premium will be rounded to the next dollar. I declare that the information submitted herein is true to the best of my knowledge and becomes a part of my Application for Real Estate Appraisers Errors and Omissions Insurance.

Signature		Date	
_	Must be signed by the applicant		

Please mail, fax or email your application and check payable to your agent:

David Brauner / David Brauner Insurance Services

**OREP** 

6760 University Ave., Suite 250, San Diego, Ca. 92115

Phone: 888-347-5273; Fax: 619-704-0793; Email: appraisers@orep.org

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## 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: Jail house
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 / RPG 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

Alternate Payment Page Please complete and email to appraisers@ore	p.org or FA	X: 619-704-0793		
Premium you selected from application	\$	_		
OREP RPG Fee includes OREP Membership	+ \$50.00			
	\$	_ Total		
Suggested FHA Appraising Support (Option For more Efficient and Compliant FHA Apprais () FHA Checklist, Instructions and eBook (\$	ing. (Uncon	ditional money-back g	uarantee applies.)	
		_ <b>Total +</b> \$40/FHA Gu	ide optional material.	
() Financing: To finance, please check box at required at this time. A financing agreement wi			. ,	
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 ban	k account as per the a	attached check:	
Your Signatu	ıre		/ Date Signed	
→ If paying by check, attach here and remember credit card area with your check.	to sign the	authorization above. Y	ou may cover the	
Attach Your Check Here				
Payment by Credit Card				
Amount Charged \$				
Cardholder's Name:				
Billing Address:			-	

\*Risk Purchasing Group Notice: By applying for this insurance that is the subject of this insurance application, the applicant is also applying for membership in the OREP Risk Purchasing Group, Inc. ("OREP RPG"). OREP RPG is an unincorporated association that operates as a 'risk purchasing group' as defined in the Federal Liability Risk Retention Act (15 U.S.C. §3901 et. seq.). If liability insurance coverage is placed on behalf of the applicant through OREP RPG, such coverage will be in accordance with the OREP RPG insurance program requirements, including payment when due of all insurance premiums as well as any OREP RPG membership fees.

Credit Card Number: \_\_\_\_\_ Exp. date: \_\_\_\_/\_\_

Signature of cardholder: \_\_\_\_\_ Date signed \_\_\_\_/\_

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