

# **Real Estate Services Professional Liability Insurance Renewal Supplement**

All questions MUST be completed in full. If space is insufficient to answer any question fully, attach a separate sheet. If response is none, state NONE.						
Expiring Policy Number:						
Ful	ull Name Of Applicant: Title:			Title:		
Bus	sines	s Name:				
Pho	one a	#: Fax #:	Email: _			
Mailing Address: _		Address:		City:		
County:		: State:	Zip Code:	Website:		
Co	ntact	Person & Phone Number:				
Nu	mbe	r of employees, including principals, an	d independent contracte	ors:		
Ful	l-tim	e: Part-time: Indep	endent Contractors:	Total:		
1.	AP a. b. c. d.	PLICANT HISTORY During the last 12 months has the nar there been an acquisition, merger, cor If yes, please provide complete details During the last 12 months, have there procedures or participation in continui professional liability? If yes, please provide complete details In the past 12 months, has the applica If yes, who is the franchisor? In the past 12 months, has the applica If yes, provide details.	nsolidation, or any other been any changes to the ng education courses de s: ant become part of a Fra	anchise?	Yes No Yes No	
2.	AP	PLICANT SERVICES AND ACTIVITI	PLICANT SERVICES AND ACTIVITIES			
a. During the last 12 months, has the applicant or any affilia		plicant or any affiliated	entity, or any of the staff engaged	l in:		
		(1) Construction Development?			🗌 Yes 🗌 No	
		(2) Mortgage banking, brokering or lo	an servicing		🗌 Yes 🗌 No	
		If yes, please complete Mortgage	Broker Supplement.			

- (3) Formation, management or organization of group investments or syndications (including limited partnerships, general partnerships, real estate investment trust (REIT) or corporation? Yes No
- b. Average value of properties handled by the applicant in the past 12 months: \$

- e. Does the applicant or any principal, partner, owner, officer, director, employee, manager or managing member of the applicant know of any claim, incident or other circumstance not previously reported to us that could result in a claim or suit against the applicant or any predecessor firm or any of the applicant's current or former professional staff?
   Yes No If yes, please provide complete details:
- f. Has the applicant ever been the subject of any disciplinary action by a regulatory agency resulting from the violation of any federal, state or local fair housing law?

# 3. PROFESSIONAL ACTIVITIES AND SPECIALTY

a. Describe all professional services performed for others. With respect to activities with a percentage field, also indicate the percentage of gross income derived from each of these activities.

		Gross Income Past 12 Months	Projected Income Next 12 Months	Number of Sides Or Transactions
Residential Sales (1 – 4 Units)		\$	\$	
Average Property Value	\$	\$	\$	
Highest Property Value	\$	\$	\$	
Commercial/Industrial Sales (Include Residential Properties Over 4 Units)		\$	\$	
Average Property Value	\$	\$	\$	
Highest Property Value	\$	\$	\$	
Residential Property Management		\$	\$	
Single Family Dwellings	%			
Apartment	%			
Home Owners Association	%			
Condo/Co-Op	%			
Timeshare	%			
Vacation Rentals	%			
Other	%			

	Gross Income Past 12 Months	Projected Income Next 12 Months	Number of Sides Or Transactions
Commercial Property Management	\$	\$	

	Gross Income Past 12 Months	Projected Income Next 12 Months	Number of Sides Or Transactions
Residential Real Estate Appraisal Fees (Other Than Broker Price Opinions)	\$	\$	
Commercial Real Estate Appraisal Fees	\$	\$	
Mortgage Brokering	\$	\$	
Broker Price Opinions	\$	\$	
Real Estate Leasing Fees	\$	\$	
Business Brokering	\$	\$	
Real Estate Consulting/Counseling	\$	\$	
Escrow Income	\$	\$	
Other (describe)	\$	\$	
TOTAL	\$	\$	

b. Percent of Dual Agency transactions in last 12 months: %

c. Percent of Home Protection or Warranty program in last 12 months: %

d. Percent of Home Inspections in last 12 months:

e. Use of Transaction Management System or Transaction Coordinator?

🗌 Yes 🗌 No

f. Percent of Income in last 12 months from Agent-Owned properties or properties the applicant or any of its staff
 has a financial or ownership interest in: %

%

# NOTICE TO THE APPLICANT. PLEASE READ CAREFULLY

(The terms we, us, and our refer to the underwriting manager, Company offering this insurance and/or affiliates thereof. You and your refer to the person or organization applying for this insurance and includes his, her, or its authorized agent or representative.)

This application, including any material submitted in conjunction with the application or any renewal, does not amend the provisions or coverage of any insurance policy issued by the Company. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or provisions, and any applicable laws. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

This application, information submitted with this application and all previous applications and material changes thereto of which we receive notice are on file with us and are considered physically attached to and part of the policy if issued. We will have relied upon this application and all such attachments in issuing the policy.

For the purpose of this application, your undersigned authorized agent of the person(s) and organization(s) 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. We are authorized to make any inquiry in connection with this application. Signing this application does not bind us to provide or you to purchase the insurance.

If the information in this application or any attachment materially changes between the date this application is signed and the effective date of the policy, you will promptly notify us, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

The undersigned declares that you understand that the person(s) and organization(s) proposed for this insurance understand that depending on the coverage form and endorsements comprising the policy, the limits of liability contained in the policy shall be reduced, and may be completely exhausted by "claim expenses" and, in such event, we will not be liable for "claim expenses" or the amount of any judgment or settlement to the extent that such costs exceed the limits of liability in the policy. **Fair Credit Report Act Notice:** Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You may have the right to request in writing that we consider extraordinary life circumstances in connection with the development of your score. These rights may be limited in some states. Please contact your agent or broker to learn how these

rights may apply in your state or for instructions on how to submit a request to us for a more detailed description of your rights and our practices regarding personal information.

**Fraud Warning:** 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 for the purpose 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. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.)

# **STATE FRAUD STATEMENTS**

# Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or 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. \*Applies in MD Only.

# Applicable in CO

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.

## Applicable in FL and OK

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)\*. \*Applies in FL Only.

#### Applicable in KS

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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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.

#### Applicable in KY, NY, OH and PA

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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

#### Applicable in ME, TN, VA and WA

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 and denial of insurance benefits. \*Applies in ME Only.

#### Applicable in MN

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

#### Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

#### **Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

#### Applicable in VT

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.

## WARRANTY

The undersigned declares that the statements set forth information contained herein are true. The undersigned agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy. We authorize the release of claim information from any prior insurer to you. This application must be signed within 60 days of the proposed effective date.

Name of Applicant	Title (Officer, partner, etc.)		
Signature of Applicant Agent's signature:	Date	Date:	
(Florida only) Agent license number:			