

#### **DECLARATIONS**

REAL ESTATE APPRAISERS
ERRORS & OMISSIONS INSURANCE POLICY

301 E. Fourth Street, Cincinnati, OH 45202

#### THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

# THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☑ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the Company.

Policy Number: **RAP3665275-16** Renewal of: **RAP3665275-15** 

Program Administrator: Herbert H. Landy Insurance Agency Inc.

75 Second Ave Suite 410 Needham, MA 02494-2876

Item 1. Named Insured:	Marco Paul Garcia		
Item 2. Mailing Address:	2 Columbia Place		
City, State, Zip Code:	Barre, VT 05641		
	Month, Day, Year) (Month, Day, Year) (Month, Day, Year) at 12:01 a.m. Standard Time at the address of the <b>Named Insured</b> as stated in Item 2.)		
Item 4. Limits of Liability:			
A. \$ <b>1,000,000</b>	Damages Limit of Liability – Each Claim		
В. \$1,000,000	_ Claim Expenses Limit of Liability – Each Claim		
C. \$ <b>1,000,000</b>	Damages Limit of Liability – Policy Aggregate		
D. \$ <b>1,000,000</b>	Claim Expenses Limit of Liability – Policy Aggregate		
Item 5. Deductible (Inclusive of Claim Expenses):			
A. \$ <b>500</b>	Each <b>Claim</b>		
В. \$	Aggregate		
Item 6. <b>Premium</b> : \$ 598	.00		
Item 7. Retroactive Date (if	applicable): 01/05/2004		
Item 8. Forms, Notices and I	Endorsements attached:		
`	13) D42300 VT (05/13)		
D42402 (05/	13) D42408 (05/13) IL7324 (08/12)  Betog a Mapuon		

Authorized Representative

D42101 (05/13)



## Real Estate Appraisers Errors & Omissions Insurance Policy

#### ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed the person or entity designated below is insured un	nder this
Policy solely for vicarious liability arising from Appraisal Services performed by the Named Insured.	Nothing
contained in this endorsement will serve to increase the Company's limit of liability.	

Name of person or entity:

### Marco Garcia Appraisal & Review Services

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: Marco Paul Garcia GARM81-2

Policy Period: 06/01/2016 - 06/01/2017 Policy Number: RAP3665275-16

Endorsement Effective Date: 06/01/2016 Endorsement: 1

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## Real Estate Appraisers Errors & Omissions Insurance Policy

# RETIREMENT EXTENDED REPORTING PERIOD AMENDMENT ENDORSEMENT

In consideration of the premium charged, Section VIII. Extended Reporting Periods, paragraph D. Retirement Extended Reporting Period, subparagraph (1) is deleted and replaced with the following:

(1)	If after the <b>Named Insured</b> reaches the age of 65, and having been continuously insured by the <b>Company</b>
	or another insurer through The Realtors Insurance Purchasing Group Association on a claims-made basis
	for a minimum of five (5) years, the Named Insured retires during the Policy Period, an unlimited
	Extended Reporting Period will be granted at no additional premium; or

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured: Marco Paul Garcia GARM81-2

Policy Period: 06/01/2016 - 06/01/2017 Policy Number: RAP3665275-16

Endorsement Effective Date: 06/01/2016 Endorsement: 2

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#### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

#### **ECONOMIC AND TRADE SANCTIONS CLAUSE**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)



#### VERMONT AMENDATORY ENDORSEMENT

In accordance with the requirements of the state of Vermont, the following changes are made to the Policy:

Section III. Exclusions, paragraph L. is deleted and replaced with the following:

- **L.** based on or arising out of:
  - the actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of Pollutants; or
  - any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **Pollutants**;

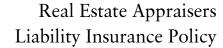
Section X. General Conditions, paragraph G. Cancellation/Nonrenewal is deleted and replaced with the following:

#### G. Cancellation/Nonrenewal

- (1) Cancellation
  - (a) The **Named Insured** may cancel this Policy by mailing or delivering to the **Company** advance written notice of cancellation. If the **Named Insured** cancels this insurance, earned premium shall be computed in accordance with the customary short rate table and procedure.
  - (b) The **Company** may cancel this Policy by mailing or delivering written notice of cancellation to the **Named Insured**. If the **Company** cancels, cancellation will not be effective prior to 10 days after the receipt by the **Named Insured** of the notice of cancellation. Earned premium in this case will be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
  - (c) The **Company** will mail or deliver the notice to the **Named Insured's** last mailing address known to the **Company**.
  - (d) Notice of cancellation to the **Named Insured** will state the effective date of and reasons for cancellation. The **Policy Period** will end on that date.

Insured:	
Policy Period:	Policy Number:
Endorsement Effective Date:	Endorsement:

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#### VERMONT AMENDATORY ENDORSEMENT

- (e) A post office certificate of mailing to the **Named Insured**, at the last known mailing address, will be conclusive proof of receipt of notice on the third calendar day after mailing.
- (f) If this Policy has been in effect for 60 days or more, or if it is a renewal or continuation of a Policy issued by the **Company**, the **Company** may cancel this Policy only for one or more of the following reasons:
  - i. nonpayment of premium;
  - ii. fraud or material misrepresentation made by the **Named Insured** or with their consent in obtaining the Policy, continuing the Policy or in presenting a **Claim** under the Policy;
  - iii. substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
  - iv. failure to comply with reasonable loss control recommendations;
  - v. substantial breach of contractual duties, conditions or warranties; or
  - vi. determination by the Superintendent of Insurance that the continuation of a class or block of business to which the Policy belongs will jeopardize the **Company's** solvency or will place the **Company** in violation of the insurance laws of Vermont or any other state.

#### (2) Nonrenewal/Renewal

- (a) If the **Company** decides not to renew this Policy, the **Company** will mail or deliver notice of nonrenewal to the **Named Insured**. Nonrenewal will not be effective prior to 30 days after the receipt by the **Named Insured** of the notice of nonrenewal. A post office certificate of mailing to the **Named Insured** at the last known mailing address will be conclusive proof of receipt of notice on the third calendar day after mailing.
- (b) If the **Company** offers to renew the Policy, but on less favorable terms to the **Named**Insured or at higher rates or a higher rating plan, the new terms or rates and rating plan
  may take effect on the renewal date, if the **Company** has provided the **Named Insured**30 days notice. If the **Company** has not so notified the **Named Insured**, the **Named**Insured may elect to cancel the renewal policy within the 30-day period after receipt of
  the notice or delivery. Earned premium for the period of coverage for such time as the
  renewal policy may have been in force, shall be calculated pro rata at the lower of the
  current or previous year's rate.

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#### VERMONT AMENDATORY ENDORSEMENT

(c) If the **Named Insured** accepts the renewal, the premium increase, if any, and other changes shall be effective immediately following the prior Policy's expiration or anniversary date. This section does not apply if the change is a rate, form or plan filed with the superintendent and applicable to the entire class of business to which the Policy belongs or to a premium increase based on the altered nature or extent of the risk insured

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

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## **VERMONT CIVIL UNION**

## Notice to policyholders

Throughout this Policy, any reference to a spouse includes a person who is a party to civil union as defined by Vermont law.

Throughout this Policy, any reference to a family member, relative, or any family relationship includes the families of the parties to a civil union as defined by Vermont law.

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Great American Assurance Company

Real Estate Appraisers Errors & Omissions Insurance Policy

## Real Estate Appraisers Errors & Omissions Insurance Policy

Great American Assurance Company – Professional Liability Division: Post Office Box 1178, Cincinnati, OH 45201

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#### GREAT AMERICAN INSURANCE GROUP®

Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

# THIS IS A CLAIMS MADE POLICY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the insurance company identified in the Declarations (a stock insurance company, hereinafter called the **Company**), and subject to all terms, conditions, and limitations of the Policy, the **Named Insured** and the **Company** agree as follows.

#### **Section I. Insuring Agreement**

The Company will pay on behalf of the Named Insured all sums in excess of the deductible that the Named Insured becomes legally obligated to pay as Damages and Claim Expenses as a result of a Claim first made against the Named Insured and reported in writing to the Company during the Policy Period or Extended Reporting Period by reason of an act or omission, including Personal Injury, in the performance of Appraisal Services by the Named Insured, provided that:

- A. no such act or omission, or Related Act or Omission, was committed prior to the Retroactive Date; and
- **B.** prior to the inception date of the first policy issued by the **Company**, and continuously renewed, the **Named Insured** had no basis to believe that any such act or omission, or **Related Act or Omission**, might reasonably be expected to be the basis of a **Claim**.

The Company has the right and duty to defend any Claim against the Named Insured even if any of the allegations of the Claim are groundless, false or fraudulent. Defense counsel may be designated by the Company or, at the Company's option, by the Named Insured with the Company's written consent and subject to the Company's guidelines.

#### **Section II. Definitions**

- **A.** "**Appraisal Services**" means services performed for others by the **Named Insured** in the capacity as a properly licensed or certified appraiser of real estate, notary public, or a member of a real estate accreditation, standards review or similar real estate board or committee; provided, however,
  - **Appraisal Services** does not include the supervision of, subcontracting to, assignment to or referral of any portion of any contract, project or engagement by the **Named Insured**.
- **B.** "Bodily Injury" means physical injury, sickness or disease sustained by any person including death resulting from any of these at any time. **Bodily Injury** also means mental illness, mental anguish, emotional distress, pain, suffering, or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of such person.

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#### C. "Claim" means:

- (1) a written demand for money or services received by the **Named Insured**; or
- a civil proceeding in a court of law, or arbitration proceeding, against the **Named Insured**, commenced by the service of summons or receipt of an arbitration demand;

arising out of an act or omission in the performance of Appraisal Services.

#### **D.** "Claim Expenses" means:

- (1) fees and costs charged by attorneys designated by the **Company** or designated by the **Named Insured** with the **Company's** prior written consent;
- (2) all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, negotiation, arbitration, mediation, defense or appeal of a **Claim**, if incurred by the **Company** or by the **Named Insured** with the **Company's** prior written consent; and
- premiums on appeal bonds, attachment bonds or similar bonds; provided, however, the **Company** is not obligated to apply for or furnish any such bond.

Claim Expenses do not include fees, costs or expenses of employees or officers of the Company, or salaries, loss of earnings or other remuneration by or to the Named Insured.

- **E.** "Company" means the insurance company identified in the Declarations.
- F. "Damages" means any monetary judgment or award which the Named Insured is legally obligated to pay, including punitive or exemplary damages where insurable by law, and pre-judgment and post-judgment interest. Damages also means a monetary settlement to which the Company agrees on the Named Insured's behalf. However, Damages do not include:
  - (1) the return, restitution, reduction, compromise or refund of fees, commissions, expenses or costs for **Appraisal Services** performed, or to be performed, by the **Named Insured** and injuries that are a consequence of any fees, commissions, expenses or costs charged by the **Named Insured**;
  - (2) fines, penalties, forfeitures or sanctions;
  - (3) the multiplied portion of any multiplied awards;
  - (4) the cost of compliance with any order for, grant of, or agreement to provide non-monetary relief, including services or injunctive relief; or
  - (5) any amounts uninsurable as a matter of law or public policy.
- **G.** "Disciplinary Action" means a proceeding before any state licensing board, local real estate board or other governmental body regulating professional conduct, alleging misconduct in providing **Appraisal Services**; provided, however, **Disciplinary Action** does not include any criminal charges.
- H. "Discrimination Claims" means any Claim arising out of Appraisal Services rendered on behalf of the Named Insured, alleging discrimination on the basis of race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference, including any resulting Personal Injury.

- I. "Extended Reporting Period" means the period of time after the end of the Policy Period for reporting Claims to the Company that are made against the Named Insured during the applicable Extended Reporting Period by reason of an act or omission, which was committed prior to the end of the Policy Period and on, or subsequent to, the Retroactive Date and is otherwise covered by this Policy.
- **J.** "**Fungi**" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by such fungus.
- **K.** "Named Insured" means the person specified in Item 1. in the Declarations.
- L. "Personal Injury" means injury other than Bodily Injury arising out of one or more of the following offenses, by reason of an act or omission by the Named Insured in the performance of Appraisal Services:
  - (1) false arrest, detention or imprisonment;
  - (2) malicious prosecution;
  - (3) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, if such eviction, entry or invasion is by or on behalf of its owner, landlord or lessor;
  - (4) oral or written publication, in any manner, of material that:
    - (a) slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
    - (b) violates a person's right of privacy;

except, in either case, oral or written publication in any manner which arises out of advertising, broadcasting or telecasting activities conducted by, or on behalf of, the **Named Insured**.

- **M.** "Policy Period" means the period of time from the effective date stated in Item 3. in the Declarations to the earliest of the date of termination, expiration or cancellation of this Policy.
- **N.** "**Pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **Pollutants** also include asbestos.
- O. "Property Damage" means:
  - (1) physical injury to tangible property, including all resulting loss of use of that property; or
  - (2) loss of use of tangible property that is not physically injured.
- P. "Related Claims" means all Claims arising out of a single act or omission or Related Act or Omission in the performance of Appraisal Services.
- **Q.** "Related Act or Omission" means all acts or omissions that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.
- **R.** "**Residential Real Property**" means a one to four family dwelling.
- **S.** "**Retroactive Date**" means the date stated in Item 7. in the Declarations.

#### Section III. Exclusions

This Policy does not apply to any Claim:

- A. based on or arising out of any dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission by the Named Insured. The Company will provide the Named Insured with a defense of such Claim unless and until a final adjudication or finding of fact against, or admission by, the Named Insured establishes that the Named Insured committed such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission. Such defense will not waive any of the Company's rights under this policy. Upon establishing that the Named Insured committed a dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission, the Company will have the right to seek recovery of any Claim Expenses incurred on behalf of the Named Insured;
- **B.** based on or arising out of **Bodily Injury** or **Property Damage**;
- C. based on or arising out of discrimination, humiliation, harassment, or misconduct including, but not limited to, **Claims** based on allegations relating to an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference; provided, however, this exclusion does not apply to any **Damages** or **Claims Expenses** from **Discrimination Claims** up to the sub-limit provided pursuant to Section IV. F. of the Policy;
- **D.** based on or arising out of the insolvency or bankruptcy of the **Named Insured**;
- **E.** based on or arising out of:
  - (1) any disputes involving the **Named Insured's** fees, commissions or charges;
  - (2) the conversion, misappropriation, commingling or defalcation of funds or other property;
  - (3) the failure to pay or collect premium, escrow or tax money; or
  - (4) the gaining of any personal profit or advantage to which the **Named Insured** is not legally entitled;
- **F.** based on or arising out of the representation of clients in connection with any securities transaction (either registered or exempt) including, but not limited to, bond or other debt offerings, public stock offerings, property syndication or real estate investment trusts;
- **G.** based on or arising out of the actual or attempted purchase of property by the **Named Insured**;
- **H.** based on or arising out of the actual or attempted appraisal of property by the **Named Insured**, if on or after the date or time of the act or omission giving rise to such **Claim**:
  - (1) the **Named Insured** owned such property in any part;
  - (2) the **Named Insured** was the developer, builder, real estate broker or salesperson of such property;
  - (3) such **Appraisal Services** were in exchange for stock, partial ownership or investment in such property; or
  - (4) the **Named Insured** was employed or subcontracted by a real estate broker or sales person who was a party to any transaction involving the appraised property;

- **I.** based on or arising out of actual or attempted purchase of property by, or appraisal of property developed, constructed or owned by:
  - (1) any entity in which the **Named Insured** has financial interest;
  - (2) any entity which has any financial interest in the **Named Insured**; or
  - (3) any entity which is under the same financial control as the **Named Insured**, provided that such financial interest existed at the time of the act or omission giving rise to the **Claim**;
- **J.** based on or arising out of any actual or alleged violation of:
  - (1) The Employee Retirement Income Security Act of 1974;
  - (2) The Securities Act of 1933;
  - (3) The Securities Exchange Act of 1934; or
  - (4) Any state Blue Sky or Securities law;

or any rules, regulations or amendments issued in relation to such acts, or similar state or federal statutes or regulations, including any **Claim** based upon common law principles of liability;

- **K.** based on or arising out of any guarantee or promise of future status, performance or valuation in the course of performing **Appraisal Services** by the **Named Insured**;
- **L.** based on or arising out of:
  - (1) the actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **Pollutants**;
  - any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **Pollutants**; or
  - (3) the installation, removal, disposal, handling, use or existence of, exposure to, contact with, or ingestion of lead paint or any substance or matter containing lead paint or the residue of lead paint;
- M. based on or arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any Fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, Fungi or bacteria, by the Named Insured or by any other person or entity;
- N. based on or arising out of liability assumed by the **Named Insured** under any contract or agreement, unless such liability would have attached to the **Named Insured** even in the absence of such contract or agreement;
- O. based on arising out of actual or alleged misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right or unauthorized use of confidential, privileged or non-public material or information;

- **P.** based on or arising out of the sale of insurance, the failure to advise of the need for, or type of, insurance or failure to effect or maintain adequate levels of insurance;
- **Q.** based on or arising out of the alleged notarized certification or acknowledgement by the **Named Insured** of a signature on any document that the **Named Insured** did not witness being placed on the document;
- **R.** based on or arising out of the rendering of, or failure to render, **Appraisal Services** by the **Named Insured** as an employee, owner, partner, stockholder, director or officer of any business enterprise not named in the Declarations; or
- **S.** based on or arising out of any activity relating to:
  - (1) right-of-way appraisals; or
  - (2) proposed construction or land development appraisals, unless the appraisal is solely intended for **Residential Real Property**.

#### Section IV. Limits of Liability

#### A. Damages Limit of Liability - Each Claim

Subject to paragraph C. below, the **Company's** liability for all **Damages** from each **Claim** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the amount stated in Item 4.A. in the Declarations for "**Damages** Limit of Liability - Each **Claim**".

#### B. Claim Expenses Limit of Liability - Each Claim

Subject to paragraph D. below, the **Company's** liability for all **Claim Expenses** from each **Claim** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the amount stated in Item 4.B. in the Declarations for "**Claim Expenses** Limit of Liability - Each **Claim**".

#### C. Damages Limit of Liability - Policy Aggregate

The Company's liability for all Damages from all Claims first made and reported in writing to the Company during the Policy Period will not exceed the aggregate amount stated in Item 4.C. in the Declarations as the "Damages Limit of Liability - Policy Aggregate". The limits of liability for Damages and Claim Expenses stated in the Declarations are the maximum amounts the Company will pay under this Policy for Damages and Claim Expenses, respectively, regardless of the number of Claims or claimants.

#### D. Claim Expenses Limit of Liability - Policy Aggregate

The **Company's** liability for all **Claim Expenses** from all **Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the aggregate amount stated in Item 4.D. in the Declarations as the "**Claim Expenses** Limit of Liability - Policy Aggregate".

#### E. Multiple Policies

If this Policy and any other policy issued by the **Company** provide coverage for the same **Claim** against the **Named Insured**, the maximum limit of liability under all the policies combined shall not exceed the highest remaining applicable limit of liability for the **Claim** under any one policy.

#### F. Limit of Liability – Discrimination Claims

The Company's liability for all **Damages** and **Claim Expenses** from all **Discrimination Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed \$100,000, which sum is within and not in addition to the **Damages** or **Claim Expenses** Limit of Liability – Policy Aggregate stated in the Declarations.

#### Section V. Deductible

- A. Subject to paragraph B. below, the deductible amount stated in Item 5.A. in the Declaration is the **Named Insured's** obligation for each **Claim** and applies to the payment of **Damages** and **Claim Expenses**. The deductible will be paid by the **Named Insured** before the **Company** has any obligation under this Policy to pay any **Damages** or **Claim Expenses** as to any **Claim**. The limits of liability are in addition to, and in excess of, the deductible.
- **B.** The deductible amount stated in Item 5.B. in the Declarations is the **Named Insured's** maximum deductible obligation for all **Claims**.
- C. Related Claims made against the Named Insured and reported in writing to the Company under this Policy or under any renewal of this Policy will be considered a single Claim first made when the earliest of the Related Claims was first made and first reported in writing to the Company. A single deductible and single Each Claim Damages and Claim Expenses limit of liability shall apply to any such single Claim.
- D. If a Claim is resolved by settlement, with the consent of the Named Insured and the Company, as reflected in a settlement agreement, order, dismissal, or judgment, within one (1) year following the date that the Claim is reported in writing to the Company, the Named Insured will be reimbursed or credited 50% of the deductible, but not to exceed a maximum reimbursement of \$5,000 per Claim and \$25,000 for all such Claims during the Policy Period resolved or concluded in accordance with this section of the Policy.

#### **Section VI. Supplementary Payments**

The following supplementary payments are not subject to the deductible and are in addition to the limits of liability.

#### A. Reimbursement for Loss of Earnings

The **Company** will pay up to \$500.00 for loss of earnings to the **Named Insured** for each day, or part of a day, the **Named Insured** is in attendance, at the **Company's** request, at a trial, hearing, mediation or arbitration proceeding involving a **Claim** against the **Named Insured**. The maximum amount payable, regardless of the number of trials, hearings, mediations or arbitration proceedings, shall be \$7,500 per **Claim** and \$25,000 for all **Claims** during the **Policy Period**.

#### B. Disciplinary Actions

The Company will reimburse the Named Insured for reasonable attorneys' fees, costs and expenses incurred in responding to a Disciplinary Action first received by the Named Insured and reported in writing to the Company during the Policy Period by reason of an act or omission in the performance of Appraisal Services, provided that no act or omission alleged in the Disciplinary Action is the same as, or is a Related Act or Omission with, an act or omission alleged in a Claim made prior to the Retroactive Date or a notice of circumstance or potential claim given to a prior insurer. The maximum amount payable shall be \$2,500 per Disciplinary Action and \$25,000 for all Disciplinary Actions during the Policy Period, regardless of the number of Disciplinary Actions. The Company shall not be obligated to defend any Disciplinary Action, or pay any fine, penalty or award resulting from any Disciplinary Action.

#### C. Subpoena Expenses

The Company will pay expenses incurred while assisting the Named Insured in responding to a subpoena which the Named Insured first receives and reports in writing to the Company during the Policy Period resulting from the performance of Appraisal Services by the Named Insured, provided that the subpoena does not involve a circumstance or situation underlying or alleged in a Claim made prior to the Retroactive Date or a notice of circumstance or potential claim given to a prior insurer. The maximum amount payable, regardless of the number of subpoenas shall be \$5,000.

#### Section VII. Defense and Settlement

- A. The Company will have the right to make, with the consent of the Named Insured, any settlement of a Claim under this Policy. If the Named Insured refuses to consent to a settlement within the Policy's applicable Damages limit of liability that is recommended by the Company and acceptable to the claimant, then the Company's maximum liability under this Policy for such Claim will be the sum of the Damages for which the Claim could have been settled and the Claim Expenses incurred up to the date on which the Named Insured refused to consent to the settlement.
- B. The Company is not obligated to pay any Damages or Claim Expenses, or to defend or continue to defend any Claim, after the Damages limit of liability has been exhausted, or after the Company has deposited the remaining Damages limit of liability into a court of competent jurisdiction or tendered the remaining Damages limit of liability to the Named Insured or, if applicable, to the excess insurer(s) of the Named Insured, regardless of whether the Claim Expenses limit of liability has been exhausted.
- C. After the Claim Expenses limit of liability applicable to any Claim is exhausted by payment of Claim Expenses, the Company is not obligated to pay any Claim Expenses or to defend or continue to defend such Claim and the Named Insured will assume the defense of such Claim. If any Damages limit of liability remains applicable to any such Claim, the Named Insured may not settle such Claim without the Company's written consent, such consent not to be unreasonably withheld.

#### Section VIII. Extended Reporting Periods

#### A. Automatic Extended Reporting Period

If this Policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **Extended Reporting Period** starting at the termination of the **Policy Period** if the **Named Insured** has not obtained another policy of real estate appraisers errors and omissions insurance within sixty (60) days of the termination of the **Policy Period**. This automatic **Extended Reporting Period** will terminate after sixty (60) days.

#### B. Optional Extended Reporting Period

- (1) If this Policy is cancelled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** will have the right to purchase an optional **Extended Reporting Period** of one, two or three years. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **Policy Period** by providing:
  - (a) a written request to the **Company**; and
  - (b) with the written request, the amount of additional premium described below.
- (2) The non-refundable additional premium for the optional **Extended Reporting Period** shall be:

- (a) for a one (1) year **Extended Reporting Period**, 100% of the annual premium for the Policy; or
- (b) for a two (2) year **Extended Reporting Period**, 135% of the annual premium for the Policy; or
- (c) for a three (3) year **Extended Reporting Period**, 150% of the annual premium for the Policy.
- (3) The first sixty (60) days of the optional **Extended Reporting Period**, if it is purchased, shall run concurrently with the automatic **Extended Reporting Period**.

#### C. Death or Disability Extended Reporting Period

In the event the **Named Insured** dies or becomes permanently and totally disabled during the **Policy Period**, an unlimited **Extended Reporting Period** will be granted at no additional premium, provided that within ninety (90) days of the of the death or permanent and total disability:

- (1) the **Named Insured** or the **Named Insured's** estate requests the unlimited **Extended Reporting Period**; and
- (2) the **Named Insured's** estate furnishes written evidence and proof of the **Named Insured's** death or the **Named Insured** provides evidence and proof of the permanent and total disability, including the date of the actual disability and written certification by the **Named Insured's** attending physician.

#### D. Retirement Extended Reporting Period

- (1) If, after the **Named Insured** reaches the age of 65, and having been continuously insured by the **Company** on a claims-made basis for a minimum of five (5) years, the **Named Insured** retires during the **Policy Period**, an unlimited **Extended Reporting Period** will be granted at no additional premium; or
- (2) If the **Named Insured** retires from the appraisal business during the **Policy Period**, an unlimited **Extended Reporting Period** can be purchased for a non-refundable additional premium of 160% of annual premium.

Such right must be exercised by the **Named Insured** within sixty (60) days of the retirement by providing:

- (a) a written request to the **Company**; and
- (b) with the written request, the amount of additional premium described in paragraph D.2. above, if applicable.

There shall be no right to the retirement **Extended Reporting Period** if the **Named Insured's** license has been suspended, revoked or surrendered at the request of any regulatory authority.

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#### E. Extended Reporting Period Limits of Liability

The **Damages** limit of liability and **Claim Expenses** limit of liability of the **Company** for all **Claims** reported during any **Extended Reporting Period** will be part of and not in addition to the **Damages** limit of liability and **Claim Expenses** limit of liability, respectively, for the **Policy Period** set forth in Item 4. in the Declarations.

#### F. Elimination of Right to Any Extended Reporting Period

There is no right to any **Extended Reporting Period** if the **Company** cancels or refuses to renew this Policy due to:

- (1) nonpayment of amounts due under this Policy;
- (2) noncompliance by the **Named Insured** with any of the terms and conditions of this Policy; or
- any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Named Insured** for this Policy.

#### G. Extended Reporting Period - Not a New Policy

The **Extended Reporting Period** will not be construed to be a new policy and any **Claim** submitted during such period will otherwise be governed by this Policy.

#### Section IX. Notice of Claim

- A. The Named Insured, as a condition precedent to the obligations of the Company under this Policy, will give written notice to the Company, as soon as reasonable, of any Claim made against the Named Insured.
- B. The Company further agrees that the Named Insured may have up to, but not to exceed, thirty (30) days after the Policy expiration to report in writing to the Company a Claim made against the Named Insured during the Policy Period, if the reporting of such Claim is as soon as reasonably possible.
- C. If during the Policy Period the Named Insured becomes aware of any act or omission which may reasonably be expected to be the basis of a Claim against the Named Insured, including, but not limited to, any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the Named Insured responsible for any alleged act or omission and gives written notice to the Company with full particulars, including:
  - (1) the specific act or omission;
  - (2) the dates and persons involved;
  - (3) the identity of anticipated or possible claimants;
  - (4) the circumstances by which the **Named Insured** first became aware of the possible **Claim**; and
  - (5) potential damages or injury;

then any **Claim** that is subsequently made against the **Named Insured** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Company**.

**D.** Notices pursuant to the foregoing paragraphs must be mailed or emailed to the **Company** at the following address:

(1) Emailed to: <a href="mailed-to:2007">PLDClaims@gaic.com</a>;

(2) Fax to: 855-806-8402; or

(3) Mailed to: Great American Insurance Group

Professional Liability Division

Attn: Claims Department

P.O. Box 1178

Cincinnati, OH 45201

#### Section X. General Conditions

#### A. Assistance and Cooperation

- (1) The **Named Insured** will cooperate with the **Company** and upon the **Company's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **Claim**.
- (2) The **Named Insured** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to the **Named Insured** in connection with a **Claim**.
- (3) The **Named Insured** will not, except at the **Named Insured's** own cost, voluntarily make any payment of **Claim Expenses** or **Damages**, assume or admit any liability or incur any **Claim Expenses** or other expense without the prior written consent of the **Company**.

#### B. Action against the Company

- (1) No action may be brought against the **Company** unless, as a condition precedent thereto:
  - (a) the **Named Insured** has fully complied with all the terms of this Policy; and
  - (b) until the amount of the **Named Insured's** obligation to pay has been finally determined either by judgment against the **Named Insured** after actual trial and appeal or by written agreement of the **Named Insured**, the claimant and the **Company**.
- (2) Nothing contained in this Policy will give any person or organization the right to join the **Company** as a defendant or co-defendant or other party in any action against the **Named Insured** to determine the **Named Insured's** liability.

#### C. Bankruptcy

Bankruptcy or insolvency of the **Named Insured** or of the **Named Insured's** estate will not relieve the **Company** of any of its obligations hereunder.

#### D. Other Insurance

This Policy shall apply only as excess over, and shall not contribute with, any other valid and collectible policy or policies (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise. This Policy will not be subject to the terms of any other insurance.

#### E. Subrogation

In the event of any payment for any Claim under this Policy, the Company will be subrogated in the amount of such payment to all the Named Insured's rights of recovery against any person or organization. The Named Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Named Insured will do nothing to prejudice such rights.

#### F. Changes

Notice to any agent of the **Company**, or knowledge possessed by any such agent or by any other person, will not affect a waiver or a change in any part of this policy and will not prevent or preclude the **Company** from asserting or invoking any right or provision of this Policy. None of the provisions of this Policy may be waived, changed or modified except by a written endorsement issued by the **Company** to form a part of this Policy.

#### G. Cancellation/Nonrenewal

- (1) This Policy may be cancelled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by giving written notice to the **Company** stating at what future date cancellation is to be effective.
- Insured at the address last known to the Company. The Company will provide written notice at least sixty (60) days before cancellation or nonrenewal is to be effective. However, if the Company cancels this Policy because the Named Insured has failed to pay a premium when due, this policy may be canceled by the Company by mailing to the Named Insured written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective. The time of surrender of the Policy or the effective date and hour of cancellation stated in the notice will become the end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Company will be equivalent to mailing.
- (3) If the **Company** cancels this Policy, the earned premium will be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** will retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (4) The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, deductible or premium, shall not constitute a refusal to renew or a cancellation of this Policy.

#### H. Territory

This Policy applies to an act or omission taking place anywhere in the world provided that any suit is brought against the **Named Insured** within the United States of America, its territories or possessions, Puerto Rico or Canada.

#### I. Entire Contract

By acceptance of this Policy, the **Named Insured** attests that:

- (1) all of the information and statements provided to the **Company** by the **Named Insured**, including, but not limited to, the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Named Insured**;
- (2) this Policy is issued in reliance upon the **Named Insured's** representations;
- (3) this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Named Insured** to the **Company** (all of which are deemed to be incorporated herein), embody all of the agreements existing between the **Named Insured** and the **Company** and shall constitute the entire contract between the **Named Insured** and the **Company**; and
- any material misrepresentation or concealment by the **Named Insured** or the **Named Insured's** agent will render the Policy null and void and relieve the **Company** from all liability herein.

#### J. Notices

Other than **Claims**, any notices required to be given by the **Named Insured** will be submitted in writing to the **Company**, or its authorized representative. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

#### K. Assignment

No assignment of interest of the **Named Insured** under this Policy is valid, unless the **Company's** written consent is endorsed hereon.

#### L. Liberalization

If the **Company** obtains approval for any state filing in the jurisdiction in which this Policy is issued that would expand coverage under this Policy without additional premium at any time during the current **Policy Period**, the expanded coverage will immediately apply to this Policy, except that it will not apply to **Claims** that were first made against the **Named Insured** prior to the effective date of such approval.

#### M. Examination of Named Insured's Books and Records

The **Company** may examine and audit the books and records of the **Named Insured**, as they relate to this Policy, at any time during the **Policy Period** and up to three (3) years afterward.

#### N. Reimbursement

While the Company has no duty to do so, if the Company pays Damages and Claim Expenses:

- (1) within the amount of the applicable deductible; or
- (2) in excess of the applicable limit of liability; or
- (3) under a reservation of rights to seek reimbursement, and it is determined that the **Company** is entitled to such reimbursement.

Upon written demand, the **Named Insured** shall repay such amounts to the **Company** within thirty (30) days. Failure to pay any amount indicated may lead to termination of this Policy.

#### O. Conformity to Law

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

#### P. Representative of the Company

mas 6. C\_\_\_

Great American Insurance Group, Professional Liability Division, Post Office Box 1178, Cincinnati, OH, 45201 shall act on behalf of the **Company** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

Ene Cutter Rosen.

In witness whereof the **Company** has caused this Policy to be signed by its President and Secretary.

GREAT AMERICAN ASSURANCE COMPANY®

D42100 (05/13)



## **GREAT AMERICAN ASSURANCE COMPANY Real Estate Appraisers Errors & Omissions Insurance**

#### Individual Application -



#### Vermont

This application is for an individual who only does 100% Real Estate Appraisal work.

Applicant Name: Marco Paul Garcia	Firm Name:	AX0FE5995D94
Street Address: 2 Columbia Place		
City: Co	unty:VT State:V	T Zip Code: 05641
E-Mail Address: ncappraisal@yahoo.com	Phone# <b>802 229-9799</b>	Fax#: <b>-</b>
old X In lieu of mailing my policy, you may email my policy $old x$	,	py of my application with my policy.
NEW ACCOUNT: Desired Effective Date 06/01/2016	Retroactive Date 01/05/2004 Rene	ewal Expiring Policy # <b>RAP3665275-1</b>
If you have a policy in force, you will need prior a	cts coverage. Attach a Copy of your current Decla	rations page showing the prior acts dat
For you to be eligible for the premium op	tions shown below, the responses to questio	ons 1- 4 below must all be "True".
1. The applicant holds a valid state license or certification you are a Trainee, you have passed the initial ex		raisal services. If X True I Fa
2. The applicant does not appraise any real estate in	n which he/she has an ownership interest.	🔀 True 🗆 Fa
3. The applicant has not been disciplined or investire result of appraisal activities within the past 5 years.		ulatory board as a X True  Fa
<b>4.</b> There have been no claims reported and/or pend applicant within the past 5 years.	ing circumstances which could result in a claim ma	ade against the True 🗆 Fa
	and 7 are all answered "True", refer to Tal 6 OR 7 are answered "False", refer to Tabl	
5. In the last fiscal year, 80% or more of my revenue.	ues have been derived from residential appraisals.	🛭 True 🗆 Fa
6. Within the last fiscal year, I have not appraised any properties valued at greater than \$3,000,000.		
7. The applicant's combined total gross revenues for the last three (3) years did not exceed \$500,000.		
	astitutions have minimum limit requiremen or Appraisers who do work for them.	its of \$500,000/\$1,000,000
Per Claim/ Annual Aggregate	Table 1	Table 2
\$300,000 / 600,000	\$501.00	\$591.00
\$500,000 / 1,000,000	\$573.00	\$675.00
\$1,000,000/ 1,000,000	\$598.00	\$704.00
\$1,000,000 / 2,000,000	000 / 2,000,000 \$650.00 \$764.00	
	0.00 per claim / \$1,000.00 aggregate will be	

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Kentucky, New Jersey and West Virginia Applicants: Please see notes below regarding State taxes or surcharges required.

#### Kentucky Residents:

The premiums above do not include the State, City or County taxes assessed in Kentucky. Contact your agent to obtain the amount of the tax prior to submitting this application.

#### New Jersey Insurance Guaranty Association Fund:

Companies writing property and casualty insurance business in New Jersey are required to participate in the New Jersey Insurance Guaranty Association. If a company becomes insolvent, the Guaranty Association settles unpaid claims and assesses each insurance company for its fair share. The current assessment is 0.7% and will be displayed on your premium notice. Multiply the premium you selected above by 1.007. This is the total premium and assessment due.

#### West Virginia Residents:

The State of West Virginia assesses a tax of 0.55% on insurance. Multiply premium you selected above by 1.0055. This is the total premium and tax due.

**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, 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, 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 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.

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.

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**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 thereto may be guilty of a fraudulent insurance act, which may subject such person 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.

#### DISCLAIMER

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 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.

Please print your nam	ne:		
Signature:	Marco Garcia	Date: 05/05/2016	
3 <u>——</u>	Must be signed by the applicant		
Florida, Iowa and N	ew Hampshire Agents Only, please provide t	he following: License #	
Agent or producer na	ame	Signature:	

To bind coverage please send the completed application and check (including all taxes/surcharges, if applicable) to your agent listed below:



Herbert H. Landy Insurance Agency, Inc. 75 Second Avenue, Suite 410 Needham, Mass 02494 Phone: 800-336-5422 • Fax: 800-344-5422 • Web: www.landy.com



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ONCE A CLAIM OR POTENTIAL CLAIM HAS BEEN MADE, IT IS IMPORTANT TO NOTIFY THE CARRIER IMMEDIATELY.

# This information should be e-mailed, faxed or mailed to:



THE HERBERT H. LANDY
INSURANCE AGENCY, INC.
75 SECOND AVENUE • SUITE 410
NEEDHAM, MA 02494
ATTN: CARI TEAGUE

CARI@LANDY.COM

**PHONE:** 800.336.5422 OR

781.292.5421

FAX: 800.344.5422 OR

781.292.5521

#### OR E-MAIL TO:

PLDCLAIMS@GAIG.COM FAX: 855.806.8402

#### THE FOLLOWING INFORMATION IS NEEDED:

- 1. A copy of any correspondence you have received.
- 2. If no correspondence has been received, provide a narrative signed and dated by a principal of the firm outlining the possible threat and the person or entity making the threat.
- 3. The period of time the services were performed.
- 4. A copy of your expiring Errors and Omissions Insurance Declaration page.
- 5. The potential damages or injury.
- 6. The date, time, and persons involved.
- 7. Your name, phone number, e-mail address, and fax number.

Please refer to your policy for specific information regarding the policy terms, conditions and exclustions. Coverage cannot be determined until the information is received and reviewd by the Insurance Company.

#### Contact Us

The Herbert H. Landy Insurance Agency, Inc.
75 Second Ave • Suite 410 • Needham, MA 02494

800.336.5422 WWW.LANDY.COM