

THIS IS A CLAIMS MADE AND REPORTED INSURANCE POLICY

**PLEASE READ THIS ENTIRE POLICY CAREFULLY**

**REAL ESTATE PROFESSIONAL SERVICES ERRORS AND OMISSIONS  
INSURANCE POLICY**

**DECLARATIONS**

POLICY NUMBER: PXEOPLO1004-00

RENEWAL OF:

Item 1. NAMED INSURED: Pro Group Corona, Inc.

Item 2. ADDRESS: 4160 Temescal Canyon Road, Suite 500, Corona, CA 92883

Item 3. POLICY PERIOD: FROM: 1/5/2025 TO: 1/5/2026  
(Both dates at 12:01 A.M. Standard Time at the address of the **Named Insured** as stated in Item 2. above.)

Item 4. LIMITS OF LIABILITY:

A.	\$2,000,000	Limit of Liability – Each Claim
B.	\$2,000,000	Limit of Liability – Policy Aggregate
C.	\$1,000,000	Limit of Liability – Fair Housing Claims
D.	\$500,000	Limit of Liability – Fungi Claims
E.	\$1,000,000	Limit of Liability – Lock-Box Claims
F.	\$1,000,000	Limit of Liability – Open House Claims

Item 5. DEDUCTIBLE: \$10,000 Each Claim  
(inclusive of Claim Expenses)

Item 6. PREMIUM: \$88,012 MINIMUM EARNED PREMIUM: \$1,000

Item 7. RETROACTIVE DATE: 1/5/2004

Item 8. FORMS, NOTICES AND ENDORSEMENTS ATTACHED:  
PSIC-EO-DEC 02.2020 , PSIC-EO-PSIC (06/21) , PSIC-EO-Policy Form 02.2020 , PSIC-EO-AI 02.2020 , PSIC-EO- APEE 02.2020 , PSIC-EO- CBIPDPS100 02.2020 , PSIC-EO- DRONE 02.2020 , PSIC-EO- PM 02.2020 , PSIC-EO- POLL 500 02.2020 , PSIC-EO- SC 02.2020 , PSIC-EO- SDS 02.2020 , PSIC-EO- STE 02.2020 , PSIC-EO- TPFHCC 02.2020

PROGRAM ADMINISTRATOR: Palomar Insurance Agency, Inc.  
DBA Palomar General Insurance Agency, Inc.  
7979 Ivanhoe Avenue, Suite 500  
La Jolla, Ca 92037

PRODUCER OF RECORD: Linsin, Sherman Risk Management & Insurance Brokerage

By Acceptance of this Policy the **Insured** agrees that the statements in the Declarations and the **Application** and any attachments hereto are the **Insured's** agreements and representations and that this policy embodies all agreements existing between the **Insured** and the **Company** or any of its representatives relating to this insurance.

**IN WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary.**

Signed: \_\_\_\_\_

President

Signed: \_\_\_\_\_

Secretary

This Policy is issued to a participating member of the Alliance of Real Estate Services Purchasing Group, Inc., a purchasing group established pursuant to the Liability Risk Retention Act of 1986, as amended.

## Notice of Privacy Policies and Practices

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this notice?	Financial Institutions like Palomar Specialty Insurance Company choose how they share your personal non-public information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires that we tell you how we collect, share and safeguard your non-public personal information. You are receiving this Privacy Notice because our records show that either you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or service issued by Palomar Specialty Insurance Company and its affiliates
What types of information do we collect?	<p>The types of non-public information we collect and share depends on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Information included on your applications or other forms. (For example, name and address).</li> <li>• Information about your transactions with us or our affiliates. (For example, services purchased and payment history).</li> <li>• Information from consumer reporting agencies and insurance-support organizations. (For example, claims history).</li> <li>• Information from other sources. (For example, demographic information).</li> <li>• Information from visits to our web site</li> <li>• Information about persons other than the individual(s) proposed for coverage. (For example, resident relatives).</li> </ul>
What do we do with the non-public personal information we collect?	<p>WE SHARE YOUR NON-PUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE AS AUTHORIZED BY LAW OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NON-PUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE. IN THE FOLLOWING SECTION WE LIST THE REASONS WE CAN SHARE YOUR NON-PUBLIC PERSONAL INFORMATION AND WHETHER OR NOT YOU CAN OPT OF THIS SHARING.</p> <p>If you are a resident of the European Union, your personal data may be transferred to destinations outside the European Economic Community ("EEA") and we will ensure that it is treated securely and in accordance with the applicable law.</p>

Reasons we may share your personal	Does Company Share	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing
For our everyday purposes – to affiliates and non-affiliates to process your transactions, administer insurance coverage, maintain your account and report to credit bureaus	Yes	No
For our marketing purposes or for joint marketing with other businesses	No	We don't share
For our affiliates everyday purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – creditworthiness	No	We don't share
For our affiliates to market to you	Yes	No
For our non-affiliates to market to you	No	We don't share

Collection and safeguarding of information	
How often does the Company notify me about their practices	We must notify you about our sharing practices when you receive your policy and each year while you are a customer, or when legal and other material changes require a revision.
Why and how does the Company collect my non-public personal information	<p>We collect non-public personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services and determine your eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from the following:</p> <ul style="list-style-type: none"> <li>• Applications, forms and telephone, web site or written contact. This information can include social security numbers, driver's license numbers</li> <li>• Your transaction(s) with us, our affiliates and other non-affiliated third parties may include appraisers, investigators, insurance companies, etc.</li> </ul> <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
How does the Company safeguard my non-public personal information	Employees who have access to your non-public personal information are required to maintain and ensure the confidentiality of that information. Access to your personal information might be needed to conduct business on your behalf or to service your insurance coverage. In addition, we may maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.
What non-public personal information does the Company disclose	We may provide to an affiliated or non-affiliated party the same non-public personal information listed above in the section entitled, "What information do we collect?"

Glossary	Terms you should know
Definitions	
Everyday business purposes	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> <li>• Processing transactions, mailing and auditing services</li> <li>• Administering insurance coverage, product, services or claims</li> <li>• Providing information to credit bureaus</li> <li>• Protecting against fraud</li> <li>• Responding to court/governmental orders or subpoenas and legal investigations</li> <li>• Responding to insurance regulatory authorities</li> </ul>
Affiliates	<p>Financial or non-financial companies related by common ownership or control</p> <ul style="list-style-type: none"> <li>• Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services</li> </ul>
Non-affiliates	<p>We collect non-public personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services and determine your eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from the following:</p> <ul style="list-style-type: none"> <li>• The Company does not share information with non-affiliates to market to you.</li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• The Company does not jointly market.</li> </ul>
Changes to Privacy Notice; contact information	<p>The Company may change the policies, standards and procedures described in the Privacy Notice at any time to comply with applicable laws and/or to conform to our current practices. We will notify you of material changes.</p> <p>Should you have any questions about your contract with us, contact your agent.</p> <p>If you have questions specific to our Privacy Notice, contact our Privacy department: Palomar Specialty Insurance Company, Attn: Privacy Office, 7979 Ivanhoe Ave, Suite 500, La Jolla CA 92037 or via email at <a href="mailto:privacy@plmr.com">privacy@plmr.com</a></p>

**FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, NORTH DAKOTA, OHIO OR VIRGINIA:**  
**You have the following individual rights under law:**

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request describing the information you see and send your written request to: Palomar Specialty Insurance Company, Attn: Privacy Office, 7979 Ivanhoe Ave. Suite 500, La Jolla CA 92037 or via email at [privacy@plmr.com](mailto:privacy@plmr.com). If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, the majority of the recorded non-public personal information we collect and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about that you we have in our possession. You must make your request in writing and send your written request to: Palomar Specialty Insurance Company, Attn: Privacy Office, 7979 Ivanhoe Ave, Suite 500 La Jolla CA 92037 or via email at [privacy@plmr.com](mailto:privacy@plmr.com).

*The Privacy Notice is sent on behalf of Palomar Specialty Insurance Company and Palomar Insurance Holdings, Inc.*



# Palomar

**Professional Lines**

**Real Estate**

**Errors & Omissions Program**

**Policy Form**

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

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In consideration of the payment of the premium and in reliance upon the **Application** or **Renewal Application**, 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 **Insured** and the **Company** agree as follows.

### Section I. Insuring Agreement

The **Company** will pay on behalf of an **Insured** those sums in excess of the deductible, up to the applicable **Limit of Liability**, that the **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** as a result of a **Claim** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** by reason of a **Wrongful Act**, including **Personal Injury**, in the performance of **Real Estate Professional Services** by or for the **Named Insured**, including any **Fair Housing Claims**, **Fungi Claims**, **Lock-box Claims** or **Open House Claims**, provided that:

- A. no such **Wrongful Act**, or **Related Wrongful Act**, was committed prior to the **Retroactive Date**;
- B. prior to the inception date of the Policy issued by the **Company**, no **Insured's** partners, principals, officers, directors, members, **Independent Contractors** or risk managers had a basis to believe that any circumstances, dispute, situation or incident might reasonably be expected to be the basis of a **Claim**; and
- C. the **Claim** must be reported in writing to the **Company** during the **Policy Period** or within sixty (60) days after the end of the **Policy Period** unless an **Extended Reporting Period** applies.

The **Company** has the right and duty to defend any **Claim** against an **Insured** even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** has the right and sole discretion to conduct any investigation it deems necessary. The **Company** has the sole right to appoint defense counsel to represent any **Insured** with respect to any **Claim** to which this Policy applies.

### Section II. Definitions

- A. “**Application** or **Renewal Application**” means all the following:

The **Named Insured's** signed Errors and Omissions Insurance Policy Application;

The **Named Insured's** signed Errors and Omissions Insurance Policy Renewal Application, if this is a renewal of a Policy issued by the **Company**; and

All attachments to the **Application** or **Renewal Application** and any other information furnished to the **Company** for the purpose of applying for the insurance. All such attachments and information will be kept on file by the **Company** and deemed attached to and a part of the Policy as if physically attached to the Policy.

- 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, mental injury, emotional distress, pain, suffering, or shock sustained by any person, whether or not resulting from physical injury, sickness, disease or death of such person.

**C. "Claim" means:**

- (1) a written demand for money or services received by an **Insured**; or
- (2) a civil proceeding in a court of law, or arbitration proceeding, against an **Insured**, commenced by the service of summons or receipt of an arbitration demand rising out of an alleged **Wrongful Act** in the performance of **Real Estate Professional Services**.

**Cl. "Claim Expenses" means:**

- (1) fees and costs charged by attorneys designated by the **Company**;
- (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 an **Insured** with the **Company's** prior written consent; and
- (3) 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 an **Insured**. **Claim Expenses** do not include any fees, costs, or expenses incurred with respect to any criminal proceedings or criminal actions against any **Insured**. **Claim Expenses** do not include any claimant's attorney fees awarded against an **Insured**, or any claimant's attorney fees taxed against an **Insured** as costs. **Claim expenses** do not include any fees, costs, or expenses incurred in connection with a disciplinary or regulatory proceeding, or in connection with responding to a subpoena.

**E. "Company" means the insurance company identified in the Declarations.**

**F. "Computer System" means computer hardware, software, firmware, and components thereof, including electronic data stored therein, which are linked together through a network of two or more computers, including such networks accessible through the internet, intranets, extranets, clouds or other virtual private networks.**

**G. "Construct" means to build, erect, raise, manufacture, fabricate, fashion, or create a property from the ground up, or at minimum twenty five percent (25%) more than the initial structure.**

**H. "Construction Manager" means a person providing the following services in connection with the construction, reconstruction or renovation of real property:**

- (1) management of facility construction, reconstruction or renovation plans;
- (2) development and management of construction, reconstruction or renovation contracts and subcontracts; or
- (3) development of loss control and risk management plans in connection with the construction, reconstruction or renovation.

**I. "Damages" means any monetary judgment, or award which an **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 an **Insured's** behalf; provided, however, **Damages** do not include:**

- (1) the return, restitution, reduction, compromise or refund of fees, commissions, expenses or costs for **Real Estate Professional Services** performed or to be performed by an

- Insured** and injuries that are a consequence of any fees, commissions, expenses or costs charged by an **Insured**;
- (2) criminal or civil fines, penalties, forfeitures, taxes or sanctions;
  - (3) the multiplied portion of any multiplied awards;
  - (4) discounts, coupons, prizes, awards or other incentives offered to any **Insured's** clients or customers;
  - (5) liquidated damages;
  - (6) the cost of compliance with any order for, grant of, or agreement to provide non-monetary relief, including services or injunctive relief;
- J. "Develop"** means real estate or property development and encompasses activities that range from the renovation of existing buildings to the purchase of raw land and the sale of **Developed** land or parcel to others. Development can include buying land, financing real estate deals, building or having builders **Construct** projects, create, imagine, control or orchestrate the process of development from beginning to end.
- K. "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 **Real Estate Professional Services** rendered on behalf of and at the direction of the **Named Insured**; provided, however, **Disciplinary Action** does not include any criminal charges.
- L. "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 an **Insured** during the applicable **Extended Reporting Period** by reason of an **Wrongful Act**, 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.
- M. "Fair Housing Claims"** means any **Claim** arising out of **Real Estate Professional Services** rendered on behalf of and at the direction of the **Named Insured**, alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988 or any similar local, state or federal statute or regulation, including any resulting **Personal Injury**. A **Fair Housing Claim** shall not include any civil litigation, including, but not limited to, class action lawsuits, or arbitration proceedings.
- N. "Fungi"** means any type or form of fungus including, but not limited to, mold, mildew, yeast, rust, smut, or mushroom and includes any mycotoxins, spores, scents, odors or byproducts produced by, released by, or arising out of the current or past presence of them.
- O. "Fungi Claims"** means any **Claim** arising out of **Real Estate Professional Services** rendered on behalf of and at the direction of the **Named Insured**, resulting from an **Insured's** failure to disclose the existence or presence of **Fungi**, mold or bacteria in **Residential Real Property** in which neither the **Insured** nor the **Insured's** spouse or qualifying domestic partner had any ownership interest.
- P. "Guaranteed Sale Listing Contract"** means a written agreement between the **Named Insured** and the seller of property in which the **Named Insured** agrees to purchase the property if it is not sold under the listing agreement within the time period specified in the agreement.
- Q. "Independent Contractor"** means any individual, including leased employees of such, contracted to perform **Real Estate Professional Services** on behalf of and at the direction of the **Named Insured**, but only if the **Named Insured** entered into a written contract for specific **Real Estate Professional Services** provided by the **Independent Contractor** before the **Wrongful Act** took place.

**R. "Insured" means:**

- (1) the **Named Insured** designated as such in the Declarations of this Policy ;
- (2) any person who is a past or present employee, partner, principal, shareholder, officer, director, member of any **Named Insured**, but only for **Claims** arising from **Real Estate Professional Services** performed on behalf of and at the direction of the **Named Insured**;
- (3) any person who is contract, temporary or leased personnel rendering **Real Estate Professional Services**, but only with respect to a **Wrongful Act** committed while acting under the direct supervision of and on behalf of the **Named Insured**;
- (4) the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** (as set forth in subsections (2) and (3) above) in the event of such **Insured's** death, incapacity or insolvency, for any **Claim** made against the estate, heirs, assigns or legal representatives of such **Insured** solely by reason of his/her/its status as the estate, heirs, assigns or legal representatives of such **Insured** and only to the extent that coverage would have otherwise been provided under this Policy to such **Insured**;
- (5) any real estate franchise corporation of which the **Named Insured** is a franchisee, but only as respects to the real estate franchise corporation's vicarious liability imposed by contract with the **Named Insured**, arising from a **Wrongful Act** for **Real Estate Professional Services** committed by an **Insured** on behalf of and at the direction of the **Named Insured**;
- (6) the lawful spouse or qualifying domestic partner of an **Insured** (as set forth in subsections (2) and (3) above) for any **Claim** made against such spouse or qualifying domestic partner solely by reason of his/her status as a spouse or qualifying domestic partner of an **Insured** or his/her ownership interest in marital property/assets that are sought as recovery for such **Claim**, but only if the **Claim** does not allege any **Wrongful Act** by such spouse or qualifying domestic partner;
- (7) an **Independent Contractor**.

**S. "Lock-box Claims" means any Claim alleging Bodily Injury or Property Damage, arising out of an Insured's distribution, maintenance, operation or use of a keyless entry system or similar device in providing Real Estate Professional Services on property not owned by an Insured.**

**T. "Named Insured" means the person or entity stated in Item 1. in the Declarations.**

**U. "Open House Claims" means any Claim alleging Bodily Injury or Property Damage, arising out of an Insured's showing of a specific Residential Real Property during an advertised designated time period where multiple potential buyers have the opportunity to view the specific Residential Real Property that is listed for sale by an Insured while in the care, custody or control of an Insured.**

**V. "Personal Information" means an individual's first and last name together with any one or more of that individual's:**

- (1) social security number;
- (2) medical or healthcare data or other protected health information;

- (3) driver's license number, state indemnification number, or zip code;
- (4) account number, debit or credit card number together with any required security code, access code or password that would permit access to the individual's financial account; or
- (5) any non-public information of an individual as such might be defined by a **Privacy Regulation**.

**Personal Information** shall not include any information that is lawfully available to the general public for any reason including, but not limited to, any information contained in federal, state or local government records.

**W. "Personal Injury"** means actual or alleged injury other than **Bodily Injury** arising out of one or more of the following offenses by reason of a **Wrongful Act** by an **Insured** in the performance of **Real Estate Professional Services** rendered on behalf of and at the direction of the **Named Insured**:

- (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 on behalf of its owner, landlord or lessor;
- (4) libel, slander, or defamation of character; or
- (5) publication or utterance in violation of an individual's right to privacy; except, in either case (as set forth in Subsection (4) and (5) above), oral or written publication in any manner which arises out of advertising, broadcasting or telecasting activities conducted by or on behalf of any **Insured**.

**X. "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. **Policy Period** specifically excludes all **Extended Reporting Periods** referenced in Section VIII. Automatic **Extended Reporting Periods** A. through D.

**Y. "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.

**Z. "Privacy Breach"** means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to, a breach of an **Insured's Privacy Policy**, or public disclosure of a person's **Personal Information**.

**AA. "Privacy Policy"** means an **Insured's** policies in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **Personal Information** provided to an **Insured's** employees or third parties.

**BB. "Privacy Regulation"** means any federal, state or local statute, legislative act or regulation governing the confidentiality, control and use of personally identifiable financial, medical or other sensitive information, including but not limited to:

- (1) Health Insurance Portability and Accountability Act of 1996 or any regulations promulgated thereunder;

- (2) Gramm-Leach-Bliley Act of 1999 or any regulations promulgated thereunder;
- (3) the Identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003 or any regulations promulgated thereunder; and
- (4) any other similar federal, state or local identity theft and privacy protection statutes or regulations that require commercial entities that collect **Personal Information** to post privacy policies, adopt privacy policies and/or controls, or notify individuals if **Personal Information** potentially has been compromised.

**CC. "Property Damage" means:**

- (1) physical injury to, or destruction of, tangible property including all resulting loss of use resulting therefrom; or
- (2) loss of use of tangible property that has not been physically injured or destroyed.

**DD. "Property Manager" means a person providing any of the following services in connection with the management of commercial or **Residential Real Property**:**

- (1) development and implementation of management plans and budget;
- (2) oversight of physical maintenance of real property;
- (3) solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
- (4) development, implementation and management of loss control and risk management plans for real property;
- (5) development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property; or
- (6) personnel administration and record keeping.

**Property Manager** does not include a **Construction Manager**.

**EE. "Public Relations Crisis" means any:**

- (1) death, departure or debilitating illness of a current partner, principal, officer, or director of any **Named Insured**;
- (2) dissolution of any **Named Insured** for any reason other than bankruptcy; or
- (3) incident of workplace violence;

that the **Named Insured** reasonably believes will have a damaging effect on the **Named Insured's** reputation.

**FF. "Real Estate Professional Services" means services performed for others, on behalf of and at the direction of the **Named Insured** in an **Insured's** capacity as a(n):**

- (1) real estate agent or real estate broker, including providing broker price opinion (BPO) services;

- (2) leasing agent;
- (3) auctioneer of real property;
- (4) real estate consultant or counselor, or expert witness, provided such services are limited to the areas specified in items (1) through (2) above;
- (5) **Referral Agent** or notary public; or
- (6) member of a real estate accreditation, standards review or similar real estate board or committee;

provided that all necessary licenses or certifications were held by such **Insured** at the time of the act or omission giving rise to the **Claim**.

**Real Estate Professional Services** shall also include the above services performed for others by an **Insured** on behalf of the **Named Insured** on or via the **Insured's** internet, e-mail, telecommunications or similar system.

**Real Estate Professional Services** does not include any services as a **Construction Manager**.

- GG. **"Referral Agent"** means a real estate agent whose services are limited to referring clients to an **Insured** for the purposes of commencing a real estate transaction and do not include active solicitation or engagement in the sale of real property.
- HH. **"Related Claims"** means all **Claims** arising out of a single **Wrongful Act** or **Related Wrongful Act** in the performance of **Real Estate Professional Services**.
- II. **"Related Wrongful Act"** means all **Wrongful Acts** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.
- JJ. **"Residential Real Property"** means only real property zoned for and certified by state, county or local laws, codes or ordinances for residential use and occupancy and consisting exclusively of one (1) to four (4) unit family dwellings. As used in this Policy **"Residential Real Property"** does not include any real property zoned for or licensed or certified by state, county or local laws, codes or ordinances for residential use or occupancy where the property involved in the transaction consists of five (5) or more unit family dwellings or any "mixed use" commercial-residential property. As used in this Policy **"Residential Real Property"** does not include buildings, structures, complexes, or premises which are zoned for or licensed or certified by state, county or local laws, codes or ordinances for any commercial, industrial or business use or occupancy.
- KK. **"Retroactive Date"** means the date stated in Item 7. in the Declarations.
- LL. **"Security Breach"** means:
  - (1) the failure by any **Insured** to prevent the transmission of a malicious code from a **Computer System** to a third party's computers and systems;
  - (2) the failure by any **Insured** to provide any authorized third party user of an **Insured's** website, or an **Insured's** computer or communications network, with access to such website, computer or communications network;
  - (3) the failure by any **Insured** to prevent unauthorized access to or use of data containing

**Personal Information**

of others; or

- (4) the failure by any **Insured** to provide notification of any actual or potential unauthorized access to or use of data containing **Personal Information** of others if such notification is required by **Privacy Regulation**.

**MM. “Wrongful Act” means:**

- (1) any actual or alleged negligent act, error or omission committed or allegedly committed by any **Insured** solely in connection with the rendering of **Real Estate Professional Services**; or
- (2) **Personal Injury** actually or allegedly caused by an **Insured** solely in connection with the rendering of **Real Estate Professional Services**.

for all purposes under this Policy, the same **Wrongful Act** or **Related Wrongful Acts** shall be deemed to have been committed at the time when the first such **Wrongful Act** was committed.

**Section III. Exclusions**

This Policy does not apply to **Claims** arising directly or indirectly out of the following, nor is the **Company** obligated to defend **Claims** or pay any **Damages** or **Claim Expenses**, for **Claims** in any way alleging the following:

- A.** any dishonest, intentionally wrongful, fraudulent, criminal or malicious acts or omission committed or allegedly committed by an **Insured**. The **Company** will provide the **Insured** with a defense of such **Claim** unless and until a final adjudication or finding of fact against, or admission by, such **Insured** establishes that such **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 an **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 any **Insured** that committed such acts or omissions;
- B.** **Bodily Injury** or **Property Damage**, except that this exclusion does not apply to **Lock-box Claims** or **Open House Claims**;
- C.** 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, sexual preference or other federally protected classes; provided, however, this exclusion does not apply to any **Damages** or **Claim Expenses** from any **Fair Housing Claims** up to the sub-limit provided pursuant to Section IV. C. Limit of Liability – **Fair Housing Claims** of the Policy;
- D.** the insolvency or bankruptcy of an **Insured**;
- E.** any:
  - (1) disputes involving an **Insured's** fees, commissions, charges or rebates;
  - (2) conversion, misappropriation, commingling or defalcation of funds, money, currency, negotiable instruments or any other tangible or intangible property;
  - (3) gaining of any personal profit or advantage to which an **Insured** is not legally entitled;

- (4) disputes involving the failure of any person(s) or entity(ies) to collect, safeguard, pay or disburse commissions, finder's fees, deposits, escrow funds, tax funds or other funds or sums of money; or
  - (5) theft of funds while in the care, custody or control of an **Insured**, or while being transferred by, or at the direction of, an **Insured** or on an **Insured's** behalf;
- F.** the formation, syndication, operation or administration of any property syndication, real estate investment trust or any other form of corporation, general or limited partnership or joint venture formed for the purpose of investing in, buying, selling or maintaining real property;
- G.** the actual or attempted sale, purchase, leasing, appraisal, or **Property Manager** services of property **Developed, Constructed** or owned by:
- (1) any **Insured**;
  - (2) any entity in which any **Insured** had a financial or a contemplated financial interest;
  - (3) any entity with a financial interest or a contemplated financial interest in the **Named Insured**; or
  - (4) any entity under the same financial control as the **Named Insured**;

provided that such financial interest, contemplated financial interest, or financial control existed at the time of the **Wrongful Act** giving rise to the **Claim**;

Notwithstanding the foregoing, this exclusion will not apply to any **Claim** based on or arising out of:

- (a) the actual or attempted sale (not purchase) of real property, that was not **Developed** or **Constructed** by any **Insured**, and in which the combined ownership interest of all **Insureds** at the time of such sale was not greater than twenty percent (20%);
- (b) the actual or attempted sale (not purchase) of **Residential Real Property**, that was not **Developed** or **Constructed** by any **Insured**, and in which the combined ownership interest of all **Insureds** at the time of such sale was greater than twenty percent (20%), if all of the following conditions are met in connection with such sale:
  - (i) a seller disclosure form was signed by an **Insured** and acknowledged in writing by the buyer prior to closing;
  - (ii) a written home inspection report was issued by a licensed or accredited home inspector, or was waived in writing by the buyer prior to closing;
  - (iii) a state or local board approved standard sales contract was utilized and acknowledged in writing by the buyer prior to closing;
  - (iv) a home warranty policy was purchased prior to closing, or was provided by the builder for new construction, or was waived in writing by the buyer prior to closing; and
  - (v) an **Insured's** ownership interest in the property was disclosed to the buyer in writing and acknowledged by the buyer prior to closing;
- (c) the actual or attempted sale (not purchase) or leasing of the **Insured's**

**Residential Real Property**, that was not **Developed** or **Constructed** by any **Insured**, by another **Insured** who is not the owner of such **Residential Real Property**;

- (d) the actual or attempted sale (not purchase) of real property owned by an **Insured** if the property was acquired by the **Insured** under a written **Guaranteed Sale Listing Contract**, and the title is held by the **Insured** for twelve (12) months or less and the property was listed for sale continuously by the **Insured** from the date of acquisition to the date of resale; or
- (e) an **Insured** providing leasing of real property in which an **Insured's** or all **Insureds'** controlling, legal or beneficial interest at the time leasing services were performed was less than fifty percent (50%), but only if an **Insured** had disclosed to the **Company** in their **Application** or **Renewal Application** for insurance that an **Insured** had ownership interests in such properties and provided to the **Company** in their **Application** or **Renewal Application** for insurance the revenues applicable to the leasing of such owned properties;

H. 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;
- (4) The Racketeer Influenced and Corrupt Organizations Act;
- (5) The Sarbanes-Oxley Act of 2002;
- (6) Section 113, Truncation of Credit Card and Debit Card Numbers, of the Fair and Accurate Trade Transactions Act (FACTA), as defined in 15 U.S.C. Section 1681;
- (7) any state Blue Sky or Securities law;

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

I. any guarantee, warranty or promise made by an **Insured**, including but not limited to any guarantee, warranty or promise of future status, future value or future income of any property;

J. any:

- (1) actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **Pollutants**;
- (2) injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **Pollutants**;
- (3) 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; or
- (4) contamination or radiation, including but not limited to radon, regardless of cause; unless and only to the extent, the **Claim** results from an **Insured's** failure to disclose the

existence of **Pollutants**, lead paint or radon;

- K.** 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, costs 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 an **Insured** or by any other person or entity. However, this exclusion does not apply to **Damages** or **Claim Expenses** from any **Fungi Claims** up to the sub-limit provided pursuant to Section IV. D. Limit of Liability – **Fungi Claims** of the Policy;
- L.** any actual or alleged breach of contract or liability assumed by an **Insured** under any contract or agreement, including any warranty agreement or indemnification agreement; unless such liability would have attached to the **Insured** even in the absence of such contract or agreement;
- M.** any **Claim** brought by or on behalf of any:
- (1) **Insured**;
  - (2) entity in which any **Insureds** collectively holds an equity interest greater than ten percent (10%);
  - (3) entity in which any **Insured** is an officer, director, partner, principal, or an employee; or
  - (4) parent company or other entity which owns greater than ten percent (10%) of any **Insured**;
- N.** any actual or alleged plagiarism, piracy, misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress, trade name, title, slogan or any other intellectual property right or unauthorized use of confidential, privileged or non-public material or information;
- O.** the sale of insurance or bond, the failure to advise of the need for, or type of, insurance or bond or failure to effect or maintain adequate levels of insurance or bond;
- P.** the actual or alleged notarized certification or acknowledgement of a signature without the physical appearance, at the time of such notarization, before the notary public, of the person who is or claims to be, the person signing;
- Q.** any actual or alleged violation of unfair competition laws, unfair business practices laws, consumer protection laws, anti-trust laws or agreement or conspiracy to restrain trade, false or deceptive advertising, violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, or any amendments thereto, or any other similar federal, state, local or foreign statutes, laws, rules, regulations or ordinance; or;
- R.** any activity relating to proposed construction or land development appraisals;
- S.** the actual or alleged performance of broker price opinion services (commonly known as “BPO’s”) prepared for a mortgage lender, financial institution, or loss mitigation company in connection with the issuance, sale, purchase, refinance, modification, workout, short sale, foreclosure, or other similar transaction for a mortgage loan or home equity loan or line of credit;
- T.** any actual or alleged **Privacy Breach** or **Security Breach**.

#### **Section IV. Limits of Liability**

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

Subject to paragraph B. below, the **Company's** liability for all **Damages** and **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.A. in the Declarations as the "Limit of Liability - Each Claim".

**B. Limit of Liability - Policy Aggregate**

The **Company's** liability for all **Damages** and **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.B. in the Declarations as the "Limit of Liability – Policy Aggregate" regardless of the number of **Claims** or claimants.

**C. Limit of Liability – Fair Housing Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Fair Housing Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the amount stated in Item 4.C. in the Declarations as the "Limit of Liability – **Fair Housing Claims**", which is within and not in addition to the "Limit of Liability – Policy Aggregate" stated in Item 4.B. in the Declarations.

**D. Limit of Liability – Fungi Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Fungi Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the amount stated in Item 4.D. in the Declarations as the "Limit of Liability – **Fungi Claims**", which is within and not in addition to the "Limit of Liability – Policy Aggregate" stated in Item 4.B. in the Declarations.

**E. Limit of Liability – Lock-Box Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Lock-Box Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the amount stated in Item 4.E. in the Declarations as the "Limit of Liability – **Lock-Box Claims**", which is within and not in addition to the "Limit of Liability – Policy Aggregate" stated in Item 4.B. in the Declarations.

**F. Limit of Liability – Open House Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Open House Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the amount stated in Item 4.F. in the Declarations as the "Limit of Liability – **Open House Claims**", which is within and not in addition to the "Limit of Liability – Policy Aggregate" stated in Item 4.B. in the Declarations.

**G. Multiple Policies**

If this Policy and any other policy issued by the **Company** provide coverage for the same **Claim**, 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.

**Section V. Deductible**

- A.** The deductible amount stated in Item 5. in the Declarations 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 (if any).

- B. Related Claims** made against an **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 a single Each **Claim** Limit of Liability shall apply to any such single **Claim**.
- C.** The **Named Insured's** obligation to pay the deductible amount stated in Item 5. in the Declarations as to a **Claim** will be decreased by fifty percent (50%), up to a maximum amount of \$5,000, provided all of the following conditions are satisfied and evidence of such is provided to the **Company** when notice of the **Claim** is received:
- (1) a seller disclosure form was signed by the seller and acknowledged in writing by the buyer prior to closing;
  - (2) a home warranty policy was purchased prior to closing, or was provided by the builder for new construction, or was waived in writing by the buyer between the time the **Residential Real Property** was listed and prior to closing;
  - (3) a written **Residential Real Property** inspection report was issued by a licensed or accredited home inspector, or was waived in writing by the buyer prior to closing;
  - (4) a state or local board-approved standard sales contract was utilized and acknowledge in writing by the buyer prior to closing;
  - (5) a written statement by the **Named Insured** attesting that no **Insured** ( and no entity in which any **Insured** has or had any financial interest), has or had a financial interest in, or a contemplated financial interest in, the **Residential Real Property**; and
  - (6) the individual **Insured** did not act as both the buyer's and the seller's agent in the transaction;

provided, however, with respect to a **Claim** arising from a transaction in which the individual **Insured** acted as both the buyer's and the seller's agent, the **Named Insured** will not be entitled to the above waiver but the **Named Insured's** obligation to pay the deductible amount stated in Item 5. in the Declarations as to such **Claim** will be reduced by twenty five percent (25%) of the applicable deductible, not to exceed a maximum amount of \$5,000, provided conditions (1) through (5) listed above are satisfied and evidence of such is provided to the **Company** when notice of **Claim** is received.

- D.** If a **Claim** is fully and finally 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 50% of the deductible, but not to exceed a maximum reimbursement of \$5,000 each **Claim** resolved or concluded in accordance with this Section of the Policy.
- E.** If both paragraphs C. and D. above apply to reduce the deductible as to any **Claim**, the **Named Insured** shall be entitled only to the largest applicable reduction under either paragraph C. or D. above.

## 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 reimburse an **Insured**, upon written request, for reasonable and necessary expenses incurred by the **Insured** and provable loss of wages sustained by the **Insured** if the **Insured** is required by the **Company** to attend legal proceedings in connection with the defense of a **Claim**. The maximum reimbursement for such expenses shall not exceed \$500 per day. The maximum amount payable, regardless of the number of trials, hearings, mediations or arbitration proceedings or the number of **Insureds**, shall be \$7,500 per **Claim** and \$25,000 for all **Claims** during the **Policy Period**.

**B. Disciplinary Action**

The **Company** will reimburse an **Insured**, upon written request, for reasonable and necessary attorneys' fees, costs and expenses incurred by the **Insured**, with the prior written consent of the **Company**, in responding to a **Disciplinary Action** that is first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** by reason of an **Wrongful Act** in the performance of **Real Estate Professional Services**, provided that no **Wrongful Act** alleged in the **Disciplinary Action** is the same as, or is a **Related Wrongful Act** with, a **Wrongful Act** 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 \$10,000 per **Disciplinary Action** and \$50,000 for all **Disciplinary Actions** during the **Policy Period**, regardless of the number of **Disciplinary Actions**. When this provision applies, the **Company** shall have the right, but not the duty to defend any **Insured** in any **Disciplinary Action**. The **Company** shall not be obligated to pay any fine, penalty or award resulting from any **Disciplinary Action**.

**C. Subpoena Expenses**

The **Company** will reimburse an **Insured**, upon written request, for reasonable and necessary attorney's fees, costs and expenses incurred by the **Insured**, with the prior written consent of the **Company**, in responding to a subpoena which the **Insured** first receives and reports in writing to the **Company** during the **Policy Period** resulting from the performance of **Real Estate Professional Services** by the **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 \$30,000. When this provision applies, the **Company** shall have the right, but not the duty to defend any **Insured** in connection with any subpoena. However, if a **Claim** is subsequently made against an **Insured** alleging a **Wrongful Act** arising from **Real Estate Professional Services**, the **Company** shall the right to cease any payment under this provision.

**D. Public Relations Crisis Coverage**

The **Company** will reimburse the **Named Insured**, upon written request, for reasonable and necessary public relations consulting services provided to the **Named Insured** by a public relations consulting firm in response to a **Public Relations Crisis** which first occurs and is reported to the **Company** during the **Policy Period**. The maximum amount payable shall be \$15,000 per **Public Relations Crisis** and \$50,000 for all **Public Relations Crises** during the **Policy Period**, regardless of the number of **Public Relations Crises** or the number of **Insureds**. The **Named Insured** has the right to incur **Public Relations Crisis** expenses without the **Company's** prior consent. The **Company** shall, in its sole discretion, reimburse the **Named Insured** only for **Public Relations Crisis** expenses that the **Company** deems to be reasonable and necessary. All reimbursable **Public Relations Crisis** expenses must be incurred during the **Policy Period**.

**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. The **Named Insured** agrees not to unreasonably withhold consent to any settlement the **Company** negotiates that is acceptable to the claimant. If the **Named Insured** refuses to consent to a settlement within the Policy's applicable 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 time the **Company** made such recommendation, subject at all times to the applicable "Each **Claim**" or "Policy Aggregate" limit of liability.

- B.** The **Named Insured** agrees the **Company** may settle any **Claim** in an amount at or below the amount of the **Deductible** set forth in Item 5. of the Declarations Page without the **Named Insured** consent. The **Named Insured** agrees to promptly reimburse the **Company** for the amount paid in settlement of any **Claim** that the **Company** settles at or below the amount of the **Deductible** set forth in Item 5. of the Declarations Page.
- C.** The **Company** is not obligated to pay any **Damages** or **Claim Expenses**, or to defend or continue to defend any **Claim**, after the applicable "Each **Claim**" or "Policy Aggregate" limit of liability has been exhausted by the payment of **Damages** or **Claim Expenses**, or any combination thereof; or after the **Company** has deposited the remaining "Each **Claim**" or "Policy Aggregate" limit of liability into a court of competent jurisdiction or tendered the remaining available "Each **Claim**" or "Policy **Aggregate**" limit of liability to the **Named Insured** or, if applicable, to the excess insurer(s) of the **Named Insured**. In such case, the **Company** shall have the right to withdraw from the further investigation, defense and settlement of such **Claim** by tendering control of said investigation, defense and settlement of the **Claim** to the **Insured**.

## 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 **Extended Reporting Period** starting at the termination of the **Policy Period** if the **Named Insured** has not obtained another policy of real estate professional errors and omissions insurance within sixty (60) days of the termination of the **Policy Period**. This automatic **Extended Reporting Period** will be granted at no additional premium and will terminate after sixty (60) days.

### **B. Optional Extended Reporting Period**

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 (1), two (2) or three (3) years. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **Policy Period** by providing:

- (1) a written request to the **Company**; and
- (2) with the written request, the following amount of additional premium:
  - (a) for a one (1) year **Extended Reporting Period**, 125% of the annual premium for the Policy; or
  - (b) for a two (2) year **Extended Reporting Period**, 150% of the annual premium for the Policy; or
  - (c) for a three (3) year **Extended Reporting Period**, 175% of the annual premium for the Policy.

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 that a principal, partner or owner of the **Named Insured** dies or becomes permanently and totally disabled during the **Policy Period**, and the **Named Insured** cancels or fails to renew this Policy due to dissolution of the **Named Insured** a three (3) year **Extended Reporting Period** will be granted at no additional premium, provided that within ninety (90) days of the death or permanent and total disability:

- (1) the **Named Insured** or the estate of the principal, partner or owner of the **Named Insured** requests the three (3) year **Extended Reporting Period**; and
- (2) the estate of the principal, partner or owner of the **Named Insured** furnishes written evidence and proof of the principal, partner or owner of the **Named Insured's** death or the principal, partner or owner of 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 attending physician.

### D. **Retirement Extended Reporting Period**

- (1) If a principal, partner or owner of 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 5 years, the principal, partner or owner of the **Named Insured** retires and the **Named Insured** cancels or fails to renew this Policy due to dissolution of the **Named Insured**, a three (3) year **Extended Reporting Period** will be granted at no additional premium; or
- (2) If a principal, partner or owner of the **Named Insured** retires from active business during the **Policy Period** and the **Named Insured** cancels or fails to renew this Policy due to dissolution of the **Named Insured**, a three year **Extended Reporting Period** can be purchased for an additional premium of 150% of the 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 license of the principal, partner or owner of the **Named Insured** has been suspended, revoked or surrendered at the request of any regulatory authority.

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

The 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 limit of liability 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 any **Insured** with any of the terms and conditions of this Policy; or
- (3) any material misrepresentation or omission in the **Application** or **Renewal Application** or any 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.** An **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, will give written notice to the **Company** as soon as reasonably possible of any **Claim** made against the **Insured**.

**B.** If during the **Policy Period** any **Insured** becomes aware of any **Wrongful Act** which may reasonably be expected to be the basis of a **Claim**, including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Insured** responsible for any alleged **Wrongful Act** and gives written notice to the **Company** with full particulars, including:

- (1) the specific **Wrongful Act**;
- (2) the dates and persons involved;
- (3) the identity of anticipated or possible claimants;
- (4) the circumstances by which the **Insured** first became aware of the possible **Claim**; and
- (5) potential damages or injury;

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

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

- (1) Emailed to: *esclaims@plmr.com*
- (2) Mailed to: *Palomar*  
*7979 Ivanhoe #500, La Jolla, CA 90237*

**Section X. General Conditions**

**A. Assistance and Cooperation**

- (1) Every **Insured** will cooperate with the **Company** and its representatives and, upon the **Company's** request, shall submit to examination and interrogation by a representative of the **Company**, under oath if required; shall 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**. Every **Insured** shall cooperate and give a written statement or statements to the **Company's** representatives and meet with such representatives for the purpose of investigation and/or defense, all without charge to the **Company**, except as stated in Section VI.,

- paragraph A. of this Policy;
- (2) Every **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) An **Insured** will not, except at the **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 **Insured** has fully complied with all the terms of this Policy; and
  - (b) until the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after actual trial and appeal or by written agreement of the **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 an **Insured** to determine the **Insured's** liability.

#### **C. Bankruptcy**

Bankruptcy or insolvency of the **Insured** or of the **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 **Insured's** rights of recovery against any person or organization. The **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **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.

#### **Cancellation/Nonrenewal**

- (1) **Cancellation**
  - (a) This Policy of insurance may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when

thereafter the cancellation shall be effective.

- (b) If this insurance has been in effect for more than 60 days or is a renewal, the **Company** may cancel this insurance only upon the occurrence, after the effective date of the insurance, of one or more of the following:
  - (i) nonpayment of premium, including payment due on prior insurance the **Company** issued and which was due during the current insurance term covering the same risks;
  - (ii) discovery of fraud by an **Insured** in obtaining this insurance, or by an **Insured** in pursuing a **Claim** under this insurance;
  - (iii) a judgment by a court or an administrative tribunal that an **Insured** has violated a State or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against;
  - (iv) discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by an **Insured** which materially increase any of the risks insured against;
  - (v) failure by an **Insured** to implement reasonable loss control requirements, agreed to by the **Named Insured** as a condition of policy issuance, or which were conditions precedent to the **Company's** use of a particular rate or rating plan, if that failure materially increases any of the risks insured against;
  - (vi) a determination by the Commissioner that the loss of, or changes in, the **Company's** reinsurance covering all or part of the risk would threaten the **Company's** financial integrity or solvency;
  - (vii) a determination by the Commissioner that a continuation of the policy coverage could place the **Company** in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten solvency;
  - (viii) a change by an **Insured** in the activities or property of the commercial or industrial enterprise which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.
- (c) The **Company** will mail or deliver advance notice of cancellation stating the reason for cancellation to the **Named Insured** and to the producer of record at least:
  - (i) 10 days before the effective date of cancellation if the **Company** cancels for a reason listed in paragraph b.i. or b.ii.
  - (ii) 30 days before the effective date of cancellation if the **Company** cancels for any other reason listed in paragraph b.
- (d) If this Policy is cancelled, the **Company** will send the **Named Insured** any premium refund due. If cancelled by the **Company** or by the **Named Insured**, the refund will be pro rata.

(2) **Nonrenewal**

- (a) Subject to the provision of paragraphs b. and c. below, if the **Company** elects not to renew this insurance, the **Company** will mail or deliver written notice stating the reason for nonrenewal to the **Named Insured** and to the producer of record at least 60 days but not more than 120 days before the expiration or anniversary date.
- (b) The **Company** will mail or deliver the notice to the **Named Insured** and the producer of record at the mailing address shown in the Declarations.
- (c) The **Company** is not required to send notice of nonrenewal in the following situations:
  - (i) if the transfer or renewal of insurance without any changes in terms, conditions or rates is between the **Company** and a member of the **Company's** insurance group;
  - (ii) if the insurance has been extended for 90 days or less, provided that notice has been given in accordance with paragraph;
  - (iii) if the **Named Insured** has obtained replacement coverage or if the **Named Insured** has agreed, in writing, within 60 days of the termination of the insurance, to obtain that coverage;
  - (iv) if the insurance is for a period of no more than 60 days and the **Named Insured** is notified at the time of issuance that it will not be renewed;
  - (v) if the **Named Insured** requests a change in the terms or conditions or risks covered by the insurance within 60 days of the end of the insurance period;
  - (vi) if the **Company** has made a written offer to the **Named Insured**, in accordance with the timeframes shown in paragraph a., to renew the insurance under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

## G. Territory

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

## I. Entire Contract

By acceptance of this Policy, an **Insured** attests that:

- (1) all of the information and statements provided to the **Company** by the **Insured**, including, but not limited to, the **Application** or **Renewal Application** and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Insured**;
- (2) this Policy is issued in reliance upon the **Insured's** representations;
- (3) this Policy, endorsements thereto, together with the completed and signed **Application** or **Renewal Application** and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein), embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and
- (4) any material misrepresentation or concealment by the **Named Insured** or the **Insured's** producer of record 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 an **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 an **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 an **Insured** prior to the effective date of such approval.

**M. Examination of Your Books and Records**

The **Company** may examine and audit books and records of an **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,

all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **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. Named Insured Sole Agent**

The **Named Insured** will be the sole agent and will act on behalf of every **Insured** for the purpose of giving or receiving any notices, any amendments to or cancellation of this Policy, for the completing of any **Application** or **Renewal Application** and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, for the payment of the deductible, to exercise or decline to exercise the rights provided in Section VII., paragraph A. of this Policy regarding consent to settlement, and the exercising or declining to exercise any right under this Policy including the purchase of an **Extended Reporting Period** under Section VIII., paragraph B., C., or D. of this Policy.

By acceptance of this Policy, each **Insured** under this Policy understands and agrees the **Named Insured** shall have the authority set forth in this Section X., paragraph O.

**P. Innocent Insured**

Whenever coverage under this Policy would not apply because of Section III. A., such exclusion or condition will not apply to any **Insured** who did not commit, participate in, or have knowledge of any act in which Section III. A. applies.

**Q. Acquisitions, Mergers and Other Material Changes**

The **Named Insured** must report to the **Company** in writing any merger, acquisition, change in franchise relationship or other material change in the **Named Insured's** operations within thirty (30) days of such change. The **Company** will have the right to decline additional coverage, charge additional premium and/or amend the provisions of this Policy accordingly.

**R. 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.

**S. Representative of the Company**

Palomar shall act on behalf of the **Company** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

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

Signed: \_\_\_\_\_

**President**

Signed: \_\_\_\_\_

**Secretary**

## ADDITIONAL INSURED ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy.

It is agreed the person or entity designated below shall be considered an **Insured** under this Policy solely for vicarious liability arising from **Real Estate Professional Services** performed by the **Named Insured**.

It is further understood and agreed that any **Damages** and **Claim Expenses** payments by the **Company** pursuant to this Endorsement shall be subject to the applicable Deductible and Limit of Liability as set forth in the Declarations of this Policy and shall in no way increase the Limit of Liability under the Policy.

Name of person or entity:

Keller Williams Realty International, 1221 Mopec Expressway, Suite 400, Austin, TX 78746  
Pro Group Escrow, 4160 Temescal Canyon Road, Suite 510, Corona, CA 92883

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Policy Number: PXEOP101004-00

Endorsement Effective Date: 1/5/2025

Endorsement: 1

## AGENT, PROPERTY AND EVENT EXCLUSION ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the

Policy: **Section III. Exclusions** is amended to include the following additional exclusions:

☐ any transaction conducted in any way, in whole or in part, by the following:

☐ anything related to the property located at:

☒ anything related to the event of:

Any theft, fraud, conversion, embezzlement, misappropriation, financial elder abuse, or any other intentional wrongful conduct by any person(s) or entity(ies) arising out of or in any way resulting in money or property being parted with under false pretenses. This exclusion also excludes coverage under the Policy for any social engineering scheme, any hacking scheme, any phishing scheme, or any computer fraud; or for any other activity or conduct by any person(s) or entity(ies) which results in the electronic transfer of money, or the electronic transfer of real or tangible property, or the electronic transfer of personal or proprietary information or data.

Provided however, this exclusion shall not apply to Claims resulting from a client of any Insured being intentionally deceived into wiring funds (which are partly or wholly unrecoverable) due to the negligence or error of an Insured in the provision of Real Estate Professional Services subject to a Sublimit or Liability of \$25, 000 for Claim Expenses and \$10, 000 for Damages which shall be part of and not in addition to the Limit of Liability - Policy Aggregate specified in Item 4.B. of the Declarations Page".

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Endorsement Effective Date: 1/5/2025

Policy Number: PXEOPLO1004-00

Endorsement: 2

## **CONTINGENT BODILY INJURY/PROPERTY DAMAGE COVERAGE ENDORSEMENT REAL ESTATE PROFESSIONAL SERVICES**

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

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

- B. Bodily Injury or Property Damage** unless the **Claim** results solely from an act or omission committed by an **Insured** on behalf of the **Named Insured** in the performance of **Real Estate Professional Services** provided that:
- (1) such act or omission was a proximate cause of the **Bodily Injury or Property Damage**; and
  - (2) there is no other policy that is applicable to such **Claim**.

This exclusion does not apply to **Lock-Box Claims** or **Open House Claims**;

**Section III. Exclusions** is amended to include the following additional exclusions:

the ownership, maintenance, operation, use, entrustment to others, loading, or unloading of any motor vehicle, aircraft or watercraft, operated by, rented or loaned to any **Insured**;

any act or omission for which any **Insured** could be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law;

**Bodily Injury** to any employee of an **Insured** arising out of his or her employment by the **Insured** or to any obligation of the **Insured** to indemnify or contribute with another employer because of **Damages** arising out of such injury.

As a condition precedent to the obligations of the **Company** pursuant to the terms of this endorsement:

- (1) The **Named Insured** agrees that comprehensive general liability insurance, including products/completed operations coverage and premises/operations liability coverage, covering **Bodily Injury** and **Property Damage** in the same amount as stated in Item 4. of the Declarations of this Policy and applying to the **Named Insured's** operations will be kept in force during the **Policy Period**, other than **Real Estate Professional Services**.

**Section IV. Limits of Liability** is amended to include the following:

### **Limit of Liability – Contingent Bodily Injury / Property Damage Claims**

The **Company's** liability for all **Damages** and **Claim Expenses** from all **Contingent Bodily Injury / Property Damage Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the aggregate maximum amount of \$ 100,000.00 , which is part of and not in addition to the aggregate limit of liability stated in Item 4. B. in the Declarations.

It is further agreed that the Policy is amended where indicated by a ☐ below:

- ☐ This Policy excludes from coverage any **Contingent Bodily Injury / Property Damage Claims** arising out of acts or omissions in the performance of, or failure to perform, **Real Estate Professional Services** that were committed prior to or after .

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Policy Number: PXEOP101004-00

Endorsement Effective Date: 1/5/2025

Endorsement: 3

## DRONE + BODILY INJURY/PROPERTY DAMAGE COVERAGE ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

**Section II. Definitions**, is amended to include the following additional definitions:

**“Drone”** means a multiple rotary wing small Unmanned Aircraft (sUA) as otherwise defined in Title 14 of the Code of Federal Regulations (14 CFR) part 107, or any future version of the code or amendment thereto.

**“Drone Claims”** means any **Claim** arising out of the operation of a **Drone** for the sole purpose of photography or videography on behalf of the **Named Insured**, provided that such **Drone** operation is in compliance with all legal requirements of the applicable jurisdiction as well as Title 14 of the Code of Federal Regulations (14 CFR) part 107, or any future version of the Code or amendment thereto.

**Section III. Exclusions**, Paragraph **B.** is deleted and replaced with the following:

**B. Bodily Injury or Property Damage**, except that this exclusion does not apply to **Drone Claims, Lock- Box Claims or Open House Claims**;

**Section III. Exclusions** is amended to include the following additional exclusions:

any **Claims** in which any **Insured** could be held liable under any workers compensation, unemployment compensation or disability benefits law or under any similar law;

**Bodily Injury** to any employee of an **Insured** arising out of his or her employment by the **Insured** or to any obligation of the **Insured** to indemnify or contribute with another employer because of **Damages** arising out of such injury;

**Section IV. Limits of Liability** is amended to include the following:

### **Limit of Liability – Drone Claims**

The **Company’s** liability for all **Damages** and **Claim Expenses** from all **Drone Claims** first made and reported in writing to the **Company** during the **Policy Period** will not exceed the aggregate maximum amount of \$15,000.00 , which is part of and not in addition to the aggregate limit of liability stated in Item 4. B. in the Declarations.

It is further agreed that the Policy excludes from coverage any **Drone Claims** arising out of services that were performed prior to \_\_\_\_\_ or after \_\_\_\_\_.

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Endorsement Effective Date: 1/5/2025

Policy Number: PXEOP101004-00

Endorsement: 4

## PROPERTY MANAGER ENDORSEMENT

In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

**Section II. Definitions**, paragraph **FF. "Real Estate Professional Services"** is amended to include:

**Property Manager;**

**Section III. Exclusions**, paragraph **G.**, (4) (c) is deleted and replaced with the following:

- G.** (4) (c) the actual or attempted sale (not purchase), leasing or property management of the **Insured's Real Property** that was not **Developed** or **Constructed** by any **Insured**, by another **Insured** who is not the owner of such **Residential Real Property**;

**Section III. Exclusions**, paragraph **G.**, (4) (e) is deleted and replaced with the following:

- G.** (4) (e) an **Insured** providing **Property Manager** services or leasing of real property in which an **Insured's** or all **Insureds'** controlling, legal or beneficial interest at the time **Property Manager** or leasing services were performed was less than fifty percent (50%), but only if an **Insured** had disclosed to the **Company** in their **Application** or **Renewal Application** for insurance that an **Insured** had ownership interests in such properties and provided to the **Company** in their **Application** or **Renewal Application** for insurance the revenues applicable to the **Property Manager** services and/or leasing of such owned properties.

It is further agreed that the Policy is amended where indicated below:

☒ **Section V. Deductible**, paragraph **A.** is amended to include the following:

Solely with respect to any **Claim** arising out of acts or omissions in the performance of, or failure to perform, **Real Estate Professional Services** as a **Property Manager**, Item 5. of the Declarations is amended to include the following:

Item 5. **Deductible** (inclusive of **Claim Expenses**): \$10,000.00 Each **Property Manager Claim**

- ☐ This Policy excludes from coverage any **Claim** arising out of acts or omissions in the performance of, or failure to perform, **Real Estate Professional Services** as a **Property Manager** that were committed prior to \_\_\_\_\_ or after \_\_\_\_\_.

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.

Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Policy Number: PXEOP101004-00

Endorsement Effective Date: 1/5/2025

Endorsement: 5

## FAILURE TO DISCLOSE POLLUTION – \$500,000 SUBLIMIT ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

**Section III. Exclusions**, paragraph **J.** is deleted in its entirety and replaced with the following:

**J.** any:

- (1) actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of **Pollutants**;
- (2) injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of **Pollutants**;
- (3) 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; or
- (4) contamination or radiation, including but not limited to radon, regardless of cause;

Notwithstanding the foregoing, a Sublimit of Liability in the amount of \$500,000 for any one **Claim** and \$500,000 in the aggregate regardless of the number of **Claims** shall apply to any **Damages** and **Claim Expenses** in excess of the Deductible stated in Item 5. in the Declarations, that an **Insured** shall become legally obligated to pay as a result of a **Claim** based upon or arising out of an **Insured's** failure to disclose the existence of **Pollutants** ("Pollution Disclosure Sublimit of Liability"). This "Pollution Disclosure Sublimit of Liability" is within, and not in addition to, the Limit of Liability stated in Item 4.B. in the Declarations.

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Policy Number: PXEOPL01004-00

Endorsement Effective Date: 1/5/2025

Endorsement: 6

## **SPECIFIED COUNSEL ENDORSEMENT**

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

If a lawsuit is filed as a result of a **Claim**, the following defense counsel(s) has been chosen by the **Named Insured** and approved by the **Company** to defend the **Insured** pursuant to all the terms and conditions of this policy.

As a stipulation to the **Company's** approval, the following defense counsel has agreed to defend the **Insured** subject to the approved billing rates and pursuant to the **Company's** Litigation Guidelines.

Failure to comply with the approved billing rates or **Company** Litigation Guidelines immediately voids this endorsement.

Defense counsel name:

Rinat Erlich

Firm name:

Zelms Erlich & Mack

Firm address: 20920 Warner Center Lane, Suite B, Woodland Hills, CA 91367

Firm phone number: 213-347-9139

### **Approved Hourly Rates**

Partner: \$

Associate: \$

Blended: \$

Paralegal: \$

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Policy Number: PXEOPLO1004-00

Endorsement Effective Date: 1/5/2025

Endorsement: 7

## SELLER DISCLOSURE SOFTWARE ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

It is agreed the **Named Insured's** obligation to pay the deductible amount stated in Item 5. In the Declarations will be reduced by fifty percent (50%) of the applicable deductible, but not to exceed a maximum amount of \$5,000.00, for each **Claim** arising solely out of actual or alleged undisclosed defects in the **Residential Real Property** brought against an **Insured** who represented the seller of the property, provided escrow has closed, all documents relating to the transfer of title have been duly recorded, and a seller disclosure was completed using software from a vendor listed below and written evidence of such is provided to the **Company** when notice of the **Claim** is received:

Vendor(s): Sellers Shield

If the above and **Section V. Deductible**, paragraphs **C.** and/or **D.** apply, the Named Insured shall be entitled to only the largest applicable reduction under either the above or **Section V. Deductible**, paragraph **C.** or **D.**

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Endorsement Effective Date: 1/5/2025

Policy Number: PXEOPL01004-00

Endorsement: 8

## SHORT TERM ESCROW AGENT ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

**Section II. Definitions**, paragraph **FF. "Real Estate Professional Services"** is amended to include:

**Short Term Escrow Agent**

**Section II. Definitions** is amended to include the following:

**"Short Term Escrow Agent"** means an **Insured** performing the following services on behalf of and at the direction of the **Named Insured** in connection with the sale or purchase of real property: Receiving or holding funds in, or distributing funds from, an escrow or trust account when all such funds are received in the form of United States currency, certified or guaranteed check, or money order, held separately from all **Insured's** funds and where such funds are to be fully distributed within twelve (12) months from the date received.

**Section III. Exclusions**, paragraph **E., (4)** is deleted and replaced with the following:

- E. (4)** disputes involving the failure of any person(s) or entity(ies) to collect, safeguard, pay or disburse commissions, finder's fees, deposits, escrow funds, tax funds or other funds or sums of money, unless the **Insured** is acting in the capacity of a **Short Term Escrow Agent**;

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Endorsement Effective Date: 1/5/2025

Policy Number: PXEOP101004-00

Endorsement: 9

## THIRD PARTY FAIR HOUSING CLAIMS COVERAGE ENDORSEMENT

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In consideration of the premium charged, it is agreed that the following changes are made to the Policy:

**Section II. Definitions**, paragraph **M.** is deleted and replaced with the following:

- M.** “**Fair Housing Claims**” means any **Claim** arising out of **Real Estate Professional Services** rendered on behalf of and at the direction of the **Named Insured**, alleging violations of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988 or any similar local, state or federal statute or regulation, including any resulting **Personal Injury**.

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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Named Insured: Pro Group Corona, Inc.

Policy Period: 1/5/2025 - 1/5/2026

Policy Number: PXEOPLO1004-00

Endorsement Effective Date: 1/5/2025

Endorsement 10



## REAL ESTATE PROFESSIONAL SERVICES ERRORS AND OMISSIONS APPLICATION

### NAMED INSURED INFORMATION

Legal Name of Firm: Pro Group Corona, Inc.

License No. of Firm: 01406566

Require Additional Insureds? ☒ Yes ☐ No

Preferred D/B/A of the Firm (☐ Check if None):

Keller Williams Realty Corona

Street Address of Principal Office: 4100 Temescal Canyon Rd Suite 500

City: Corona State: CA Zip Code: 92883

Firm Type: ☐ Sole Proprietor ☐ Partnership ☐ LLC/LLP ☒ Corporation ☐ Individual Licensee

- ☒ Yes ☐ No Has Applicant been controlled by, owned by, or affiliated with any other business or entity OR has the Applicant controlled, owned, or managed any other business or entity?  
*(Do not include franchise affiliation / then if "Yes" supplemental required)*
- ☐ Yes ☒ No Has Applicant been owned by, have ownership interest in, or affiliated with any developer, builder, or construction company? *(If "Yes" supplemental required)*
- ☐ Yes ☒ No Has Applicant had an exclusive listing agreement with a builder/developer?  
*(If "Yes" supplemental required)*
- ☒ Yes ☐ No Has Applicant always utilized a written in-house office policy procedures manual, including procedures to ensure full compliance and handle complaints with all federal, state, and local laws, regulations, and statutes, and is the manual updated at least annually?
- ☒ Yes ☐ No Has Applicant always required an executed standard professional services agreement, disclosing the legal nature of relationship, outlining the scope of the assignment, the duties of the Applicant and client, and all fees and commissions charged for such services with each client?
- ☐ Yes ☒ No Has Applicant, or member of the Applicant, been involved in eviction services?  
☐ Yes ☐ No If "Yes" did Applicant require and verify all preparation, filing, and service of eviction, complaint, and obtaining the eviction judgement, was handled by an attorney?
- ☐ Yes ☒ No Has Applicant, or member of the Applicant, transacted business in multiple states or outside the United States? *(If "Yes" supplemental required)*
- ☐ Yes ☒ No Has Applicant, or any member of the Applicant, had their license revoked, or been subject to any disciplinary action by any licensing board or regulatory authority during the past 5 years?
- ☒ Yes ☐ No Has Applicant, or member of the Applicant, been sued or received a demand seeking damages resulting from the provision of professional services during the past 5 years? *(If "Yes" we require current Insurance Company loss runs)*
- ☒ Yes ☐ No Does Applicant, or any member of the Applicant, have any awareness of any fact, circumstance, situation, act, error or omission, or any allegation or contention of any incident, including a subpoena, that may reasonably be expected to result in a demand seeking damages from the provision of professional services?
- ☐ Yes ☒ No During the past 5 years, has Applicant had a single client responsible for 25% or more of gross revenue? *(Answer "No" if less than 6 transactions) (If "Yes" supplemental required)*



**INSURANCE HISTORY** (If retroactive coverage is desired a copy of the current policy declarations and all attached endorsements are required.)

Effective Date: Mo. 01 Day 05 Yr. 2025

Retroactive Date: ☐ Check if None: Mo. 01 Day 05 Year 2004

List the Applicants Errors and Omissions policy information for the past 3 years:

Policy Year	Current Year <input type="checkbox"/> None	2 <sup>nd</sup> Year <input type="checkbox"/> None	3 <sup>rd</sup> Year <input type="checkbox"/> None
Insurers Name		Palomar	Palomar
Limit of Liability		\$2 million / \$2 million	\$2 million / \$2 million
Deductible		\$10,000	\$10,000
Pure Premium			\$111,534.00

☐ Yes ☒ No Has any Insurance Company, cancelled, declined, or refused renewal of any insurance policy on behalf of the Applicant, or anyone to whom this policy will apply, regardless of what entity they were providing professional services for at the time, for misrepresentation?

**STAFF OF APPLICANT**

Total No. of Staff: 373 (Include all owners, brokers, agents, loan officers, and clerical both employed and independent contractors)

- ☒ Yes ☐ No Has Applicant required background screens for all prospective staff?
- ☒ Yes ☐ No Does 15% or more of Applicant licensees currently hold a professional designation?  
(Such as a broker, GRI, CRS, CRE, ABR, MAI, SRA)
- ☒ Yes ☐ No Have 50% or more of Applicant licensees participated in an accredited continuing education program in the past 12 months?
- ☒ Yes ☐ No Has Applicant utilized a training program for all members of the Applicant?
- ☒ Yes ☐ No Does Applicant currently have in-house counsel, counsel on retainer, or a risk manager?

**REAL ESTATE SALES INFORMATION**

During the past 12 months what percent of all real estate transactions involved a transaction coordinator?  
75 %

During the past 12 months what percent of all real estate transactions did the Applicant represent both the buyer and seller (dual agency)? 10 %

- ☒ Yes ☐ No Has Applicant always required an executed by all seller(s) property disclosure form be provided or obtained prior to closing?
- ☒ Yes ☐ No Has Applicant always advised the buyer in writing to obtain an independent property inspection, or obtain from the buyer a signed waiver of property inspection prior to closing?
- ☒ Yes ☐ No Has Applicant, or any member of the Applicant, listed or sold any property where either held any ownership interest in the past 3 years OR does the Applicant, or any member of the Applicant, intend to list or sell any property where either holds any ownership interest in the next 12 months?

If "Yes" we require the following:

Past 12 months gross revenue from such transactions:

\$ 20,000

☒ Yes ☐ No Has Applicant always required ownership interest in owned property be disclosed in writing to the Buyer prior to closing?

☐ Yes ☒ No Has Applicant, or any member of the Applicant, listed or sold property developed or constructed by a separate business entity in which Applicant, or any member of the Applicant, or the immediate family of a member of the Applicant, had any ownership interest in the past 3 years?

(If "Yes" supplemental required)



### RESIDENTIAL REAL ESTATE SALES INFORMATION

Applicants average residential real estate sales price during the past 12 months:

\$ 734,000

Percent of residential real estate sales that included a home warranty during the past 12 months: 95 %

Please list the top 3 residential real estate sales from the past 3 years:

\$ 3,500,000      \$ 3,150,000      \$ 2,900,000

### COMMERCIAL REAL ESTATE SALES INFORMATION

Applicants average commercial real estate sales price during the past 12 months:

\$ \_\_\_\_\_

Please list the top 3 commercial real estate sales from the past 3 years including description of the property:

\$ <u>3,050,000</u>	Description: <u>Commercial Land Apple Valley</u>
\$ <u>2,300,000</u>	Description: <u>25500 Via Princessa Murrieta</u>
\$ <u>1,950,000</u>	Description: <u>553 E Baseline St San Bernardino</u>

☐ Yes ☒ No Has Applicant, or member of the Applicant, engaged in any commercial real estate transactions that involved equity positions?

### LAND REAL ESTATE SALES INFORMATION

☒ Yes ☐ No Do you provide any services on land transaction where you advise on land use or developability of land.

### LEASING INFORMATION ☐ Not Applicable — (we do not perform or anticipate performing Leasing services)

☒ Yes ☐ No Has Applicant required a credit report on each prospective tenant?

☒ Yes ☐ No When applicable has Applicant always informed each property owner regarding assistive animal laws and regulations?

☒ Yes ☐ No Are any leased properties owned (in part or full) by Applicant, or member of the Applicant?

CONTINUE TO NEXT PAGE



## GROSS REVENUE INFORMATION

IMPORTANT: Be sure to list gross revenues for all professional services for which the Applicant seeks coverage. Policy coverage is not provided for any real estate professional service unless disclosed by Applicant and approved in writing by Insurance Company.

IMPORTANT: Gross revenues means ALL fees and commissions BEFORE split with any person or entity and deduction of business expenses

ACTIVITY TYPE	PAST 12 MONTHS		PROJECTED NEXT 12 MONTHS	
	Actual Gross Revenue	No. Transactions (Count dual as 2)	Projected Gross Revenue	No. Transactions (Count dual as 2)
<b>REAL ESTATE SALES</b>				
Residential (1-4 Units)	\$ 12,900,000	982	\$ 13,860,000	<del>12</del> 900
Commercial	\$ 250,000	13	\$ 250,000	13
Land	\$		\$	
Farm / Ranch	\$		\$	
<b>REAL ESTATE AUCTIONEER</b>				
Residential	\$		\$	
Commercial	\$		\$	
Land	\$		\$	
Farm / Ranch	\$		\$	
<b>REAL ESTATE BROKER PRICE OPINION</b>				
BPO's	\$		\$	
<b>REAL ESTATE CONSULTING / COUNSELING</b>				
Residential	\$		\$	
Commercial	\$		\$	
Land	\$		\$	
Farm / Ranch	\$		\$	
<b>REAL ESTATE LEASING</b>				
Residential	\$ 175,000	123	\$ <del>175,000</del> 200,000	<del>123</del> 150
Commercial	\$		\$	
<b>REAL ESTATE REFERRAL AGENT</b>				
Residential	\$		\$	
Commercial / Land / Farm	\$		\$	
<b>REAL ESTATE APPRAISER</b>				
Residential	\$		\$	
Commercial	\$		\$	
<b>BUSINESS BROKER</b>				
Business Broker	\$		\$	
<b>MORTGAGE BROKER</b>				
Residential	\$		\$	
Commercial	\$		\$	
<b>PROPERTY MANAGER</b>				
Residential	\$ 62,378	35	\$ 85,000	45
Commercial	\$		\$	
<b>SHORT TERM ESCROW</b>				
Residential	\$ 1,916,680	336	\$ 2,025,000	450
Commercial	\$		\$	
Land	\$		\$	
Farm / Ranch	\$		\$	
<b>OTHER</b>				
Description: _____	\$		\$	
_____				

## REAL ESTATE APPRAISER INFORMATION

☐ Yes ☒ No Policy coverage desired?

(If "Yes" answer all questions, If "No" skip to next section)

Complete the following for the past 12 months real estate appraiser activity.

APPRAISAL TYPE	% OF REVENUE	APPRAISAL TYPE	% OF REVENUE
Single Family Dwellings		Review Appraisals	
Multi-Family Dwellings		Flood Zone Certifications	
Residential Lots		Estate or Tax Purposes	
Commercial / Industrial Property		Construction Phase Inspections	
Shopping Center / Retail Store		Condemnation / Eminent Domain	
Land Development / Subdivisions		Right-of-way	
Agriculture / Farm / Ranch		Total	100

How many years of real estate appraiser service experience does Applicant have? \_\_\_\_\_

- ☐ Yes ☐ No Has Applicant always utilized standard appraisal forms that comply with USPAP?
- ☐ Yes ☐ No Has Applicant appraiser fees always been independent of the appraised value?
- ☐ Yes ☐ No Has Applicant, or member of the Applicant, provided an appraisal in a state where a valid appraiser license was not held at the time an appraisal service was provided?
- ☐ Yes ☐ No Has Applicant ever been blacklisted or subject to 100% review with any GSE, AMC, or financial institution?
- ☐ Yes ☐ No Has Applicant ever performed desk reviews?
- ☐ Yes ☐ No Has Applicant engaged in any appraiser service that involved an equity position or in the future may involve an equity position?
- ☐ Yes ☐ No Has Applicant, member of the Applicant, or immediate family of a member of the Applicant, had ownership interest in any property appraised by the Applicant?

## REAL ESTATE AUCTIONEER INFORMATION

☐ Yes ☒ No Policy coverage desired?

(If "Yes" answer all questions, If "No" skip to next section)

How many years of real estate auctioneer service experience does Applicant have? \_\_\_\_\_

- ☐ Yes ☐ No Has Applicant always required property to be put on display for inspection prior to auction?
- ☐ Yes ☐ No Has Applicant provided a written guarantee relating to the condition of a property to be auctioned?
- ☐ Yes ☐ No Is Applicant required by law or regulation to be licensed to auction real estate?

CONTINUE TO NEXT PAGE

**BUSINESS BROKER INFORMATION**☐ Yes ☒ No Policy coverage desired?*(If "Yes" answer all questions, If "No" skip to next section)*

How many years of business broker service experience does Applicant have? \_\_\_\_\_

☐ Yes ☐ No Has Applicant ever been involved in the valuation of the business being sold?☐ Yes ☐ No Has Applicant always disclosed in writing there is no certainty or assurance of any future business value or income to the buyer?☐ Yes ☐ No Has Applicant always provided a written directive that each party retain an attorney and accountant for the purpose of performing a due diligence review, including evaluation of income, expenses, and feasibility of the sale/purchase of the business operations?☐ Yes ☐ No Has Applicant always had a written policy prohibiting recommendations regarding selecting an attorney and accountant?

Complete the following for each Applicant member who has performed business broker services in the past 5 years:

FULL NAME OF APPLICANT MEMBER	LICENSE NUMBER	YEARS OF BUSINESS BROKER EXP.

Complete the following for the highest 3 value business broker transactions for the past 3 years:

TYPE (DESCRIPTION)	SALES PRICE	BUILDING INCLUDED?
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No

**PROPERTY MANAGER INFORMATION** ☒ Yes ☐ No Policy coverage desired?*(If "Yes" answer all questions, If "No" skip to next section)*☒ Yes ☐ No Has Applicant required a credit report on each prospective tenant?☒ Yes ☐ No Has Applicant informed each property owner about rental assistance and assistive animal laws and regulations?☒ Yes ☐ No Has Applicant required a general liability insurance policy be in place for all properties?☒ Yes ☐ No Are any managed properties owned (in part or full) by Applicant or member of the Applicant?☐ Yes ☒ No Has Applicant managed apartment buildings that exceed 30 units, industrial, manufacturing, anchor retail, motels, mobile home parks, or RV parks?☐ Yes ☒ No Has Applicant provided property management services to any Homeowner Association or Community with 20 or more units or that are less than 10 years old?**CONTINUE TO NEXT PAGE**

**MORTGAGE BROKER INFORMATION**☐ Yes ☒ No Policy coverage desired?*(If "Yes" answer all questions. If "No" skip to next section)*

- ☐ Yes ☐ No On transactions where Applicant performed as both the Real Estate Agent/Broker and the Mortgage Broker, has Applicant always informed the client(s) in writing they are under no obligation to use the Applicants services?
- ☐ Yes ☐ No Has Applicant had any form of discretionary loan making authority?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included performing underwriting duties?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included soliciting investors, using own capital, or non-institutional/private money in in loans you broker?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included holding a loan longer than 30 days?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included brokering or funding any commercial loans?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included reverse mortgages?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included funding loans without an advance written commitment from an investor?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included loans via a warehouse line of credit or other means in the Applicants name?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included providing loan servicing duties?
- ☐ Yes ☐ No Has Applicant mortgage broker activities included any loan repurchase agreements?
- ☐ Yes ☐ No Has Applicant mortgage broker activities ever resulted in a terminated relationship by any investor or lender?
- ☐ Yes ☐ No Has Applicant, or member of the Applicant, ever been criticized, disciplined, or fined by any investor group, warehouse wholesaler, banker, governmental agency, or regulatory agency?

**SHORT TERM ESCROW AGENT INFORMATION**☒ Yes ☐ No Policy coverage desired?*(If "Yes, answer all questions)*

- ☒ Yes ☐ No Has Applicant always had in place fidelity coverage?
- ☒ Yes ☐ No Has Applicant always required an executed standard set of escrow instructions be "verified by phone" with all parties involved in the transaction before releasing any funds or forwarding transfer instructions to a third party in the past 3 years?
- ☒ Yes ☐ No During the past 3 years, when changes were made to funding instructions did Applicant require the new instructions be "verified by phone" with all parties involved in the transaction before releasing any funds or forwarding transfer instructions to a third party?
- ☒ Yes ☐ No Has Applicant internally audited each escrow file prior to closing?
- ☐ Yes ☒ No Has Applicant held and disbursed escrow funds for any construction project in the past 3 years?
- If "Yes" we require the following:
- ☐ Yes ☒ No Has Applicant always utilized an executed escrow agreement to stipulate how and when construction funds will be paid from the escrow account?
- ☐ Yes ☒ No When construction escrow funds have been paid, has Applicant always obtained the appropriate signed lien waivers or releases from the construction contractor and their subcontractors prior to funding?



## NOTICE TO APPLICANT - PLEASE READ CAREFULLY

**WARRANTY:** It is hereby Understood and Agreed, after proper inquiry of each director, officer, partner, employee of the Applicant, or any other proposed Insured, past or present, that this application and its representations and warranties shall be deemed to be submitted by or on behalf of and be binding upon the Applicant and each and every proposed Insured under the policy. It is further agreed that any misrepresentation, non-disclosure, concealment, or breach of warranty in this application shall be binding upon the Applicant and each and every proposed Insured under the policy whether or not the proposed Insured knew of, committed, or was responsible for such misrepresentation, non-disclosure, concealment, or breach of warranty. All written statements, materials, or documents furnished to the Insurance Company in conjunction with this application, regardless of whether such documents are attached to the Policy, are hereby incorporated by reference into this application and made a part hereof, including without limitation any supplemental forms, questionnaires, insurance company loss runs, insurance company policy declarations, endorsements, forms, etc.

The Applicant hereby authorizes the release of claim information from any prior insurer to the insurer or their representative. We understand and accept that the policy applied for provides coverage on a claim made and reported basis for only those claims that are first made against the Applicant and reported in writing to the Insurer during the policy.

By signing this application, the Applicant warrants to the insurance company that no material facts have been misstated, misrepresented, suppressed, or concealed in this application and that all statements are considered material facts and an incorrect statement can void the policy.

The Applicant agrees that if information supplied on or attached to this application changes between the time this application is executed and the time the proposed insurance policy is effective, the Applicant will immediately notify the insurance company or program manager in writing of such changes; and the insurance company fully reserves with respect to the underwriting acceptance or denial of such changes.

Completion of this form does not guarantee or bind policy coverage. The Applicants acceptance of the insurance company's quotation and minimum deposit payment must be received by the insurance company or program manager before the Applicant may be bound and a policy issued.

The Applicant agrees the application shall be the basis of the contract should a policy be issued to the Applicant. This application will become part of the policy.

Any person who knowingly with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals, for the purpose of misleading information concerning any material fact thereto, commits a fraudulent insurance act.

The application must be signed by and dated by an owner, partner, or senior officer of the Applicant.

Principal Contact of Applicant:

David Ray Clark

Principal Contact Email:

broker@kwcorona.com

Signature of owner, partner, senior officer

Title

Broker of Record

David Ray Clark

11/19/2024

Print Full Name

Date

DESIRED LIMITS OF LIABILITY AND DEDUCTIBLE (Choose one)			
Limits of Liability		Deductible	
\$100,000 per occurrence / \$100,000 aggregate		\$1,000 each claim	
\$250,000 per occurrence / \$250,000 aggregate		\$1,500 each claim	
\$250,000 per occurrence / \$500,000 aggregate		\$2,500 each claim	
\$500,000 per occurrence / \$500,000 aggregate		\$3,500 each claim	
\$500,000 per occurrence / \$1,000,000 aggregate		\$5,000 each claim	
\$1,000,000 per occurrence / \$1,000,000 aggregate		\$7,500 each claim	
\$1,000,000 per occurrence / \$2,000,000 aggregate		\$10,000 each claim	X
\$1,000,000 per occurrence / \$3,000,000 aggregate		\$15,000 each claim	
\$2,000,000 per occurrence / \$2,000,000 aggregate	X	\$20,000 each claim	
\$2,000,000 per occurrence / \$3,000,000 aggregate		\$25,000 each claim	
\$3,000,000 per occurrence / \$3,000,000 aggregate		\$35,000 each claim	

(Higher Limits of Liability and Deductible options may be available upon written request)