



Commercial Lines Policy

Home Office:

c/o CT Corporation System
116 Pine Street, Suite 320
Harrisburg, Pennsylvania 17101

Administrative Office:

(for claims, policy service, questions
& complaints)
CRES Insurance Services LLC
PO Box 500810
San Diego, CA 92150
800-880-2747

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REAL ESTATE SERVICES ERRORS & OMISSIONS LIABILITY INSURANCE

YOUR POLICY INCLUDES THIS FRONT PAGE AND THE FOLLOWING PARTS:

PART 1. Declarations Page

PART 2. Notices

PART 3. Quick Reference to Policy Provisions

PART 4. Introduction

PART 5. Insuring Agreements and Exclusions

PART 6. Definitions Used in This Policy

PART 7. General Conditions

PART 8. Endorsements

PART 9. A Copy of **Your** Signed Application or Renewal Application

ALL OF THESE PARTS MUST BE INCLUDED TO MAKE A COMPLETE POLICY.



REAL ESTATE SERVICES ERRORS & OMISSIONS INSURANCE

PART 1.

DECLARATIONS PAGE

1. **Named Insured / Address:** Policy Number: QCR-3019508-02
 Corporation: Pro Group Corona Inc
 D.B.A Keller Williams Corona/Pro Group Inc Escrow Division
 4160 Temescal Canyon Rd. Ste 500
 Corona, CA 92883

2. **Policy Period:** From 01/05/2016 to 01/05/2017 (12:01 AM at address #1)

3. **Retroactive Date:** See Insured Services section. Retroactive date is bound to each insured service separately.

4. Insured Services:	Description	Retroactive Date
	• Residential Real Estate Services: Listing, Sale, Property Management/Leasing, Referral, Broker Price Opinion, and Escrow Agent Services of 1-4 unit residential properties and/or land.	01/05/2004
	• Commercial Real Estate Services: Listing, Sale, Property Management/Leasing, Referral, Broker Price Opinion, and Escrow Agent Services of commercial real estate, including 5+ residential units, and/or land.	01/05/2004

5. Limit of Liability:	a. Each Wrongful Act	\$1,000,000
	b. Aggregate	\$1,000,000
	c. Discrimination	\$1,000,000
	d. Lockbox	To Policy Limit
	e. Contingent Bodily Injury	None

6. Retention: \$10,000 (see endorsements for reductions / enhancements)

7. Premium: \$40,695.00

8. Forms & Endorsements:

- QBPL-3001 (01-14) CRES Universal App - Application for Professional Liability Insurance
- QBPL-0302 0811 Broadened Coverage - Lockbox And Megans Law Coverage
- QBPL-0306 0811 Additional Insured Endorsement
- QBPL-0307 (02-15) Limited Coverage – Agent or Direct Relative Owned Property
- QBPL-0314 (02-15) Discrimination Indemnity And Defense Coverage
- QBPL-0316 0811 Known Circumstances Exclusion Endorsement
- QBPL-0327 0811 Financing Term Exclusion Endorsement
- QBPL-0336 (02-15) Sellers Protection Plan Coverage Endorsement
- QBPL-0411 (02-15) Pollution Coverage
- QBPL-0412 (02-15) Retention Reduction - Risk Management Practices
- QBPL-EO1009 (02-15) Real Estate Services Errors & Omissions Liability Insurance

9. Administrative Office:

CRES Insurance Services LLC
PO Box 500810
San Diego, CA 92150

Authorized Signature:



Date Issued: 1/21/2016

This policy is issued to a participating member of the Real Estate Agents Alliance Purchasing Group, a Risk Purchasing Group. The insurer for the purchasing group may not be subject to all the laws and regulations of **Your** state. Depending on the state, the insurance insolvency guarantee fund may not be available to the Purchasing Group.

PART 2. NOTICES

A. Claims Made and Reported Policy:

This insurance coverage is on a claims made and reported basis. Coverage applies only to those Claims that are first made against **You** and reported to **Us** during the Policy Period and any Extended Reporting Period as those terms are described in the Policy. Coverage does not apply to any **Wrongful Acts** committed before the **Retroactive Date** stated on the Declarations Page.

B. Defense Costs Within the Limit:

This insurance coverage contains a provision that reduces the Limit of Liability stated in the Policy by the amount of **Defense Costs**.

C. Awareness:

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine **Your** rights and duties, and what is and is not covered. **We** will not pay sums or perform acts or services unless explicitly provided for in this Policy.

PART 3. QUICK REFERENCE TO POLICY PROVISIONS

The following is a quick reference indexing of **Your** Policy's provisions, listed in sequential order. The descriptions in the quick reference are not binding. The quick reference should only be used to help **You** locate the actual Policy provisions.

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PART 4. INTRODUCTION

The words **We**, **Us** and **Our** refer to the Insurer named on the Declarations Page.

The words **You** and **Your** refer individually and collectively to:

1. The **Named Insured** as defined In **Part 6.G.**;
2. The **Named Insured's** stockholders, (members if the **Named Insured** is organized as an LLC) and partners (if the **Named Insured** is a partnership), but only for their liability as stockholders, members, or partners;
3. The **Named Insured's** officers, directors and employees, but only for **Wrongful Acts** within the scope of their authorized duties in such capacity for the **Named Insured**;
4. Former officers, directors and employees of the **Named Insured** , but only for **Wrongful Acts** both:
 - a. Within the scope of their duties in such capacity for the **Named Insured**; and
 - b. Made while they were the **Named Insured's** partner, officer, director or employee;
5. In the event of death, incompetence, insolvency or bankruptcy of any of **You** , **Your** legal representative but only for **Wrongful Acts** within the scope of their duties for the **Named Insured**;
6. Any franchisor of the **Named Insured** , but only to the extent that liability arises solely out of an error or omission of the **Named Insured**;
7. Any professional association, standards or accreditation board of which the **Named Insured** is a member, but only to the extent that liability arises only out of an error or omission of the **Named Insured**; or
8. Any independent contractor (whether or not a Natural Person, including "Teams") engaged in the practice of real estate as a broker or agent of the **Named Insured** (and unlicensed employees of such duly licensed independent contractor) practicing his or her profession under the laws of all jurisdictions in which he or she practices.
9. If **You** are covered as an Individual Licensee or Independent Contractor, **Named Insured** is limited to definitions in Part 4.1, 5, 6, 7 and 8 only.

Other words or phrases that are **bold-faced** have special meaning.

PART 5. INSURING AGREEMENTS AND EXCLUSIONS

A. What We Insure

We will pay on **Your** behalf those sums in excess of the Retention and up to the applicable Limit of Liability stated in Item 5. of the Declarations Page that **You** become legally obligated to pay as **Damages** or **Defense Costs** because of **Claims** as a result of a **Wrongful Act** in performing **Insured Services** for anyone other than **You** . **We** have the right and duty to appoint an attorney and defend any **Claim** to which this insurance applies, even if the allegations are groundless, false or fraudulent. **You** may engage additional counsel, solely at **Your** expense to associate in their defense of any **Claim** covered hereunder.

We also have the right to investigate any **Claim** and/or negotiate settlement thereof, as **We** deem expedient, but **We** shall not settle any **Claim** without **Your** consent. If **We** recommend settlement to **You** , which is agreeable to the claimant and **You** do not agree, **Our** Limit of Liability is reduced to the total of the amount for which the **Claim** could have been settled plus the amount of **Claim** expense up to the time that **We** made the recommendation.

Our right and duty to defend and pay on **Your** behalf ends when **We** have used up the applicable Limit of Liability in payment of **Damages** or **Defense Costs**.

B. What We Do Not Insure - Exclusions

1. **We** are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** for, arising directly or indirectly out of, or in any way alleging:

- a. **Bodily Injury** or **Property Damage**;
- b. Infringement of:
 - (1) Copyright;
 - (2) Trademark, trade dress, trade name, service mark, service name, title or slogan;
 - (3) Patent; or
 - (4) Any other intellectual property right, including misappropriation of trade secrets;
- c. Statutory or common law unfair competition, restraint of trade or any other violation of antitrust laws;
- d. Harassment, misconduct or discrimination because of or relating to:
 - (1) Race, creed, color or age;
 - (2) Sex, gender, sexual preference, marital status, military service, national origin or religion;
 - (3) Handicap, disability or health condition;Or any other similar conduct whether or not prohibited by federal, state or local laws;
- e. Gain, profit or advantage to which any of **You** are not legally entitled;
- f. Assumption of liability by any of **You** under any contract or agreement, including any warranty.. This exclusion does not apply to liability **You** would have incurred in the absence of such contract, agreement or warranty; ;
- g. Disputes involving fees, commission or charges, the failure to pay or collect premium, escrow or tax money or the conversion, misappropriation, commingling or defalcation of funds or other property;

This exclusion shall apply to any of **You** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion only:

- a. The knowledge of an Insured Person shall not be imputed to any other Insured Person;

- b. The knowledge of the Named Insured's CEO, CFO, RM, and GC (or the functional equivalent of such positions for the Named Insured) shall be imputed to any Insured that is an entity. The knowledge of any other Insured, other than the aforementioned officers or employees, shall not be imputed to another Insured entity.
- h. Property syndication, real estate investment trusts, limited or general partnerships, including but not limited to corporate entities, or ventures when any such **Claim** is brought by or on behalf of an investor, shareholder or partner in any such entity;
- i. Purchase of insurance, or the failure to effect or maintain adequate levels or types of insurance;
- j. Acts by any of **You** related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts; or any violation of any provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order issued pursuant to the Act or any similar provisions of any federal, state or local law;
- k. Violation of:
- (1) The Security Act of 1933 as amended;
 - (2) The Securities Exchange Act of 1934 as amended;
 - (3) Any state blue sky or securities law;
 - (4) Any similar state or federal law; or
 - (5) Any order, ruling or regulation issued pursuant to the above laws;
- l. Insolvency or bankruptcy of:
- (1) Any of **You**; or
 - (2) Any enterprise in which any of **You** own an interest;
- m. The actual or threatened discharge, dispersal or release of any **Pollutant** ; or the creation of an injurious condition involving any **Pollutant** ; or the existence of any **Pollutant** on any property; or the cleanup, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant** . This exclusion is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any of **You** caused or contributed to the pollution.
- " **Pollutant** " means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to:
- (1) Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, mold or asbestos;
 - (2) Hazardous, toxic or radioactive matter or nuclear radiation;
 - (3) Waste, which includes material to be recycled, reconditioned or reclaimed;
 - (4) Any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances; or
 - (5) Radon, mold or other organic matter, including, but not limited to Aspergillus, Penicillium, or any strain or type of Stachybotris commonly collectively referred to as the "Black Molds";
- n. Services involving property in which any of **You** or any of **Your Direct Relatives** have or had, or will have an ownership or equity interest, either direct or indirect, as an individual, partner, shareholder or fiduciary. "**Direct Relative**" means any of the following (including step-relations or relations by adoption): **Your** parents, siblings, children and **Your** spouse (including domestic partners) and **Your** spouse's parents, siblings or children;

- o. Ownership, syndication or development of property; mortgage or investment banking; feasibility studies; property surveys; opinions relating to zoning laws; or activities as an investment advisor/manager, construction advisor/manager, risk manager, or title abstractor;
- p. The performance of services by any of **You** which can only be performed by:
 - (1) A licensed, certified, or registered attorney or public accountant; or
 - (2) A professional investment advisor or financial management consultant;
- 2. We are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** made by:
 - a. Any enterprise:
 - (1) In which any of **You** , individually or collectively, directly or indirectly own an interest greater than 10% of the total ownership;
 - (2) In which any of **You** is a partner; or
 - (3) Which is a parent, affiliate or subsidiary company of any of **You**;
 - b. Any enterprise directly or indirectly controlled, operated or managed by an enterprise described in **Part 5.B.2.a.** above;
 - c. Any of **You**; or
 - d. Any present, former or prospective employees, officers or directors of any of **You** when the **Claim** is in any way related to the present, former or prospective employment relations between the claimant and any of **You**;
- 3. **We** are not obligated to pay **Damages** or **Defense Costs** or defend **Claims** for:
 - a. The breach of express warranties, guarantees or contracts;
 - b. An act or omission that a jury, court or arbitrator could find dishonest, fraudulent, criminal, malicious or was intentionally committed while knowing it was wrongful;

This exclusion shall apply to any of **You** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion only:

 - 1. The knowledge of an Insured Person shall not be imputed to any other Insured Person;
 - 2. The knowledge of the Named Insured's CEO, CFO, RM, and GC (or the functional equivalent of such positions for the Named Insured) shall be imputed to any Insured that is an entity. The knowledge of any other Insured, other than the aforementioned officers or employees, shall not be imputed to another Insured entity; or
 - c. Refunds, rebates, discounts, or any other fees or charges of any insured or others.

C. Where and When We Insure

1. Where We Insure

The insurance afforded by this policy applies only to **Claims** that are first made and reported to us during the **Policy Period**. A **Claim** must be made and suit brought, concerning property located within the United States of America, its territories, possessions or Canada.

2. When We Insure

a. Claims First Made

This insurance applies when a written **Claim** is first made against any of **You** and reported to **us** during the **Policy Period** . To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**.

We will consider a **Claim** to be first made against **You** when a written **Claim** is first received by any of **You**.

This insurance also applies to **Claims** under the following conditions:

b. Prior Wrongful Acts

We will cover a written **Claim** first made against any of **You** arising from a **Wrongful Act** committed between the **Retroactive Date** and the Effective Date of this Policy, but only if all of the following conditions are met:

- (1) The written **Claim** is first made against any of **You** during the **Policy Period** . **We** will consider a **Claim** to be first made against **You** when a written **Claim** is received by any of **You**;
- (2) None of **You** knew, after inquiry of **Your** employees, agents, and clients of **Your** agents and employees, prior to the Effective Date of the first of one or more errors and omissions policies issued to **You** by **Us** or **Our** affiliates which together provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid and collectible insurance for the **Claim**.

c. Reported Wrongful Acts

We will cover a written **Claim** first made against any of **You** after the end of the **Policy Period**, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) **We** receive written notice from **You** during the **Policy Period** of the **Wrongful Act** . The notice must include all of the following information:
 - (a) The names of those persons or organizations involved in the **Wrongful Act**;
 - (b) The specific person or organization likely to make the **Claim**;
 - (c) A description of the time, place and nature of the **Wrongful Act**; and
 - (d) A description of the potential **Damages**;
- (3) None of **You** knew, prior to the Effective Date of the first of one or more errors and omissions policies issued to **You** by **Us** or **Our** affiliates which together provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (4) There is no other valid and collectible insurance for the **Claim**.

A **Claim** first made after the end of the Policy Period and arising from a reported **Wrongful Act** will be covered under the provisions of the Policy in effect on the date **We** receive the notice of the **Wrongful Act**.

d. Automatic Extended Reporting Period

If this policy is cancelled or does not renew for any reason other than non-payment of premium or failure to comply with the terms or conditions of this policy, **WE** will provide an automatic, non-cancelable extended reporting period to report claims made against the insured during the policy period, starting at the termination of the policy period, but only if the **Named Insured** has not obtained another policy of real estate professional errors and omissions insurance regardless of the terms and conditions thereof, within sixty (60) days of the termination of the policy period. This automatic extended reporting period will terminate after sixty (60) days.

e. Extended Reporting Period

This section describes the provisions and conditions that apply to **Claims** first made after the end of the **Policy Period** when **You** have not reported a **Wrongful Act** during the Policy Period in accordance with **Part 5.C.2.c.** above. Such **Claims** are not automatically

covered. To cover them, the First **Named Insured** must purchase an Extended Reporting Period from **Us**.

If the First **Named Insured** purchases an Extended Reporting Period, **We** will cover a **Claim** first made against any of **You** during the Extended Reporting Period, but only if all of the following conditions are met:

- (1) The **Wrongful Act** is committed between the **Retroactive Date** and the end of the **Policy Period**;
- (2) None of **You** knew, prior to the Effective Date of the first of one or more errors and omissions policies issued to **You** by **Us** or **Our** affiliates that provided continuous coverage until the Effective Date of this Policy, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid and collectible insurance for the **Claim**.

We will consider a **Claim** to be made during the Extended Reporting Period only if written **Claim** is first received by any of **You** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

The following provisions and conditions also apply to the Extended Reporting Period:

- (1) If **You** or **We** cancel or nonrenew the Policy, and upon request by the First **Named Insured**, **We** will sell one of the Extended Reporting Period options listed below, unless **We** cancel or nonrenew the Policy because:
 - (a) Any of **You** failed to pay the premium or retention; or
 - (b) Any of **You** failed to comply with the Policy provisions.

Extended Reporting Period options and the respective percentage of Premium, as stated in Item 7. of the Declarations Page. In the case of reporting form coverage, **we** will annualize reported premium. The premium **You** must pay to purchase the Extended Reporting Period are:

One Year	=	125%
Two Years	=	150%
Three Years	=	175%
Four Years	=	200%

Changes or proposed changes in premium or policy provisions shall not be construed as cancellation or nonrenewal of the Policy by **Us**.

- (2) **We** must receive the First **Named Insured's** request for the Extended Reporting Period in writing within 30 days after the end of the **Policy Period** . On receipt and acceptance of the request, **We** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the First **Named Insured** . At the same time, **We** will bill the additional premium, and **We** must receive payment within 30 days after the billing date for the endorsement to be effective.
- (3) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be cancelled and the premium therefore is fully earned.
- (4) A **Claim** that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the Policy Period. The provisions of the Policy in effect on the last day of the **Policy Period** will apply.
- (5) The Extended Reporting Period does not reinstate or increase the Limit of Liability.
- (6) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

f. Multiple Claims

All **Claims** arising from the same **Wrongful Act** will be deemed to have been made at the earlier of the following times:

- (1) The date the first of those **Claims** is made against any of **You**; or
- (2) The first date **We** receive **Your** written notice of the **Wrongful Act**.

The provisions of the Policy in effect on that date will apply.

D. Limit of Liability, Retention and Reimbursement

1. Limit of Liability

a. Each Wrongful Act

The Each **Wrongful Act** Limit of Liability stated in Item **5.a.** of the Declarations Page is the most **We** will pay for **Damages** and **Defense Costs** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period arising from one **Wrongful Act**, no matter how many:

- (1) Of **You** this Policy covers;
- (2) **Claims** are made; or
- (3) Persons or organizations make **Claims**.

b. Aggregate

The Aggregate Limit of Liability stated in Item **5.b.** of the Declarations Page is the most **We** will pay for **Damages** and **Defense Costs** combined for the total of all **Claims** made during the Policy Period and any Extended Reporting Period, no matter how many:

- (1) Of **You** this Policy covers;
- (2) **Claims** are made;
- (3) Persons or organizations make **Claims**; or
- (4) **Wrongful Acts** are committed.

c. Absolute Tie-In Limits/Anti-Stacking

The maximum aggregate Limit of Liability under 1) this Policy and 2) any other Errors and Omissions/Professional Liability policy issued by the Company, combined, shall be no more than the largest Limit of Liability stated in item 5.b of the Declarations. This applies for all Damages & Claims Expenses resulting from any Claims made under 1) or 2) above which arise out of the same transactions of Wrongful Acts or series of related or interrelated transactions or Wrongful Acts. Any payment of Damages or Claims Expenses on account of Claims will erode the Limits of Liability of each Policy equally.

2. Retention

A separate Retention applies to each **Wrongful Act**. The Retention applies to **Damages** and **Defense Costs** combined, and **Our** obligation to pay **Damages** and **Defense Costs** applies only to the amount of **Damages** and **Defense Costs** in excess of the Retention. The Limit of Liability will not be reduced by the application of the Retention. The amount of **Your** Retention is stated in **Item 6.** of the Declarations Page.

3. Reimbursement

If, at **Our** option, **We** have paid any amounts for **Damages** or **Defense Costs** in excess of the applicable Limit of Liability or if **We** have paid part or all of any Retention, the **Named Insured** shall be liable to reimburse such amounts to **Us** promptly upon demand.

PART 6. DEFINITIONS USED IN THIS POLICY

- A. "Application or Renewal Application"** means all the following:
1. The **Named Insured's** signed Errors and Omissions Liability Insurance Policy Application;
 2. The **Named Insured's** signed Errors and Omissions Liability Insurance Renewal Application, if this is a renewal of a Policy issued by **Us**; and
 3. All attachments to the **Application** or **Renewal Application** and any other information furnished to **Us** for the purpose of applying for the insurance. All such attachments and information will be kept on file by **Us** and deemed attached to and a part of the Policy as if physically attached to it.
- B. "Bodily Injury"** means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time. **Bodily Injury** also means disability, emotional distress, mental anguish, mental injury, shock or fright resulting in or from **Bodily Injury**.
- C. "Claim"** means a demand for money or for services that alleges a negligent act, error, or omission in the rendering of or failure to render **Insured Services**. Filing of suit or demand for arbitration or mediation proceeding naming the Insured qualifies as a **Claim**. **Claim** does not include actions that seek injunctive or other non-pecuniary relief. **Claim** does not include any administrative actions before any board or committee or sub-committee thereof.
- D. "Damages"** means money judgment, award or settlement, except those for which insurance is prohibited by law. **Damages** do not include fines or penalties; or fees, deposits, commissions or charges for goods or services.
- E. "Defense Costs"** means expenses incurred by **Us** or by **You** with **Our** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by **Us** or **You** with **Our** consent. **Defense Costs** include:
1. Expenses **We** incur, other than salary or adjustment expenses of **Our** regular employees or officials or fees and expenses of independent adjusters;
 2. Reasonable and necessary attorney's fees;
 3. Costs taxed against **You** in any suit defended by **Us** and to which this insurance applies;
 4. Pre-judgment interest and the interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;
 5. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. **We** do not have to furnish these bonds; and
 6. Reasonable expenses Incurred by **You** at **Our** request other than:
 - a. Loss of earnings; and
 - b. Salaries or other compensation paid to any of **You**.
- F. "Insured Services"** means only those services stated in Item 4. of the Declarations Page.
- G. "Named Insured"** means:
1. The person or entity listed In Item 1. of the Declarations Page; and
 2. Any entity which is created or acquired during the Policy Period and which is wholly-owned by another **Named Insured**. This provision applies only:
 - a. To **Insured Services** performed on or after the date of creation or acquisition of the new **Named Insured**;
 - b. If **You** advise **Us** within 60 days of the creation or acquisition and provide reasonable information for **Us** to evaluate for material changes in conditions which may affect insurance afforded by the Policy; and

- c. If **You** agree to pay any additional premium **We** believe is reasonable and necessary as a result of the material changes.
- d . If **You** are an Individual Licensee or Independent Contractor (whether or not a Natural Person including "Teams"), Named Insured is limited to an independent contractor engaged in the practice of a professional service as a broker or agent (and unlicensed employees of such duly licensed independent contractor) practicing his or her own profession under the laws and jurisdictions in which he or she practices.

The First **Named Insured** is the **Named Insured** first listed on the Declarations Page.

- H. " **Policy Period** " means the period of time stated In Item **2.** of the Declarations Page, or any shorter period resulting from Policy cancellation.
 - I. "**Property Damage**" means:
 - 1. Physical injury to tangible property, including all resulting loss of use of that property; or
 - 2. Loss of use of tangible property that is not physically injured.
 - J. "**Retroactive Date**" means the date, if any, stated in Item **3.** of the Declarations Page.
 - K. " **Wrongful Act** " means the following conduct or alleged conduct by **You** or any person or organization for whom **You** are legally liable:
 - 1. A negligent act, error or omission;
 - 2. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 3. Oral or written publication of material that violates a person's right to privacy;
 - 4. False arrest, detention or imprisonment;
 - 5. Wrongful entry into or eviction of a person from a room, dwelling or premises that a person occupies; or
 - 6. Malicious prosecution.
- All **Wrongful Acts** that:
- 1. Take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy **We** issue to **You**, and
 - 2. Are logically or causally connected by common facts, circumstances, situations, transactions, events and/or decisions will be treated under this Policy as one **Wrongful Act**.

PART 7. GENERAL CONDITIONS - These conditions apply to the entire Policy.

A. Special Rights and Duties of the First Named Insured

The First **Named Insured** is responsible for the payment of all premiums and Retentions. The First **Named Insured** has exclusive authority to act on behalf of all of **You** with respect to matters relating to this Policy, including:

1. Giving and receiving notice of cancellation and nonrenewal;
2. Receiving refunds;
3. Agreeing to any changes to this Policy; and
4. Purchasing an Extended Reporting Period.

B. What to Do if You Have a Claim or Suit

1. If there is a **Claim** or a circumstance likely to result in a **Claim**, **You** must do the following:
 - a. Notify **Us** in writing as soon as practicable; this notice must:
 - (1) Be sent to **Us** at the address specified in Item **9.** of the Declarations Page; and
 - (2) Contain details that identify **You** , the claimant and also reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**;
 - b. Immediately send **Us** , at the address specified in Item **9.** of the Declarations Page, copies of all demands, notices, summonses or legal papers received in connection with the **Claim**;
 - c. Authorize **Us** to obtain records and other information;
 - d. Cooperate with and assist **Us** in the investigation, settlement and defense of the **Claim**; and
 - e. Assist **Us** , upon **Our** request, in enforcing any rights of contribution or indemnity against another who may be liable to any of **You**.
2. None of **You** will, except at **Your** own cost, voluntarily make a payment, admit liability, assume any obligation or incur any expense without **Our** prior written consent.

C. Legal Action Against Us

No person or organization has a right under this insurance:

1. To join **Us** as a party or otherwise bring **Us** into a suit asking for **Damages** from any of **You**; or
2. To sue **Us** on this insurance unless all of the Policy's provisions have been fully complied with.

A person or organization may sue **Us** to recover on **An Agreed Settlement** or on a final judgment against **You** obtained after an actual trial; but **We** will not be liable for **Damages** and **Defense Costs** that are not payable under the provisions of this insurance or that are in excess of the applicable Limit of Liability. "**An Agreed Settlement**" means a settlement and release of liability signed by **Us**, **You** and the claimant or the claimant's legal representative.

D. Bankruptcy

The bankruptcy or insolvency of **You** or **Your** estate will not relieve **Us** of **Our** obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

E. Other Insurance

If other valid and collectible insurance is available to any of **You** for any **Claim We** cover, this insurance is excess over such other Insurance, except when the other insurance is purchased by the **Named Insured** specifically to apply in excess of this insurance and no other insurance exists.

F. Transfer of Rights of Recovery Against Others to Us

You and **We** may have rights to recover all or part of any payment **You** or **We** make under this insurance. If so, those rights are transferred to **Us**.

You must do nothing to impair such rights. At **Our** request, **You** will bring suit or transfer those rights to **Us** and help **Us** enforce them. Any recoveries shall be applied as follows:

1. First, to **Us** up to the amount of **Our** payment for **Damages** and **Defense Costs**;
2. Then, to the First **Named Insured** as recovery of Retention amounts paid as **Damages** and **Defense Costs**.

G. Changes in Policy Provisions; Changes in Your Operations

1. This Policy contains all the agreements between the **Named Insured** and **Us** concerning the insurance afforded by this Policy. This Policy's provisions can be amended or waived only by written endorsement issued by **Us** and made a part of this Policy.
2. This Policy applies only to the **Insured Services** described in Item 4. of the Declarations Page and **Named Insured(s)** as defined in the Policy or by endorsement as of the Effective Date of the **Policy Period**. This Policy shall not apply to any other services or enterprises unless such services or enterprises are added by written endorsement issued by **Us** and made a part of this Policy. If an endorsement is added, **You** shall promptly pay any additional premium that may become due.

H. Transfer of Your Rights and Duties Under the Policy

Your rights and duties under this Policy may not be transferred without **Our** written consent.

I. Cancellation

1. The First **Named Insured** may cancel this Policy by mailing or delivering to **Us** or **Our** authorized representative advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the First **Named Insured** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if **We** cancel for nonpayment of premium;
or
 - b. 60 days before the effective date of cancellation if **We** cancel for any other reason.

We will mail or deliver notice to the address stated in Item 1. of the Declarations Page.

Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

If this Policy is canceled, **We** will send the First **Named Insured** any premium refund due and the refund will be pro rata, less any minimum premium shortfall and customary short-rate calculation. The cancellation will be effective even if **We** have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Nonrenewal

We may elect to nonrenew this Policy by mailing or delivering to the First **Named Insured** written notice of nonrenewal at least 60 days before the Expiration Date. **We** will mail or deliver **Our** notice to the address stated in Item 1. of the Declarations Page.

K. Representations

By accepting this Policy, **You** agree:

1. The statements in the **Application** or **Renewal Application** for this insurance furnished to **Us** are accurate and complete;

2. Those statements furnished to **Us** are representations the **Named Insured** made to **Us** on behalf of all of **You**;
3. Those representations are a material inducement to **Us** to issue this Policy;
4. **We** have issued this Policy in reliance upon those representations; and
5. If this Policy is a renewal of a policy issued by **Us** , **Your** representations include the representations made in **Your** original Application, but only as of the Effective Date of the original policy issued by **Us** or **Our** affiliates. The representations **You** make on **Your** Renewal Application(s) apply as of the Effective Date of **Your** renewal policy(ies).

IN WITNESS WHEREOF, the insurer has caused this Policy to be executed and attested, but this Policy will not be valid unless countersigned by a duly authorized representative of the insurer, to the extent required by applicable law.

PART 8. ENDORSEMENTS - Required endorsements are attached to the back of this page.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - LOCKBOX AND MEGANS LAW COVERAGE

You and We agree **Part 5.B.1.a** is replaced by the following:

- a. **Bodily or Property Damage**, including any loss of wages or consortium or other related claims, of any person or loss of use of tangible property; provided, however, that this exclusion does not apply:
 - (1) to **Property Damage** arising from the performance of **Insured Services** by an **Insured** solely in the distribution, maintenance, operation or use of a lock box on property not owned or occupied by or leased to any **Insured**.
 - (2) to any claim by a purchaser of real property that solely alleges diminution in value of real property related to **Bodily Injury**, sickness or death of any person.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

You and **We** agree that the following entity or entities is/are included as (an) Additional Insured(s), but only as respects **Claims** arising out of any negligent act, error, omission or in the rendering of or failure to render **Insured Services** by any individual or entity specified in **Part 4**.

Keller Williams® Realty, Inc.
807 Las Cimas Parkway, Suite 200
Austin TX 78746

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE – AGENT OR DIRECT RELATIVE OWNED PROPERTY

You and We agree, **Part 5B,1,n,** is replaced by the following:

- n. Services involving property in which any of **You** or any of **Your Direct Relatives** have or had, or will have an ownership or equity interest, either direct or indirect, as an individual, partner, shareholder or fiduciary. "**Direct Relative**" means any of the following (including step-relations or relations by adoption): Your parents, siblings, children and **Your** spouse (or domestic partner) and **Your** spouse's (or domestic partner's) parents, siblings or children.

This exclusion does not apply to **Claims** involving only the sale (not purchase) of residential property owned in which **You** or a **Direct Relative** have or will have a financial interest if:

- (1) A written Home Inspection Report is issued by an ASHI, CREIA, NACHI or NAHI member inspector;
- (2) An Approved Home Warranty is in place;
- (3) All State required property transfer disclosure statements are properly completed, signed, and delivered;
- (4) The property in which the insured holds an interest consists of 1-4 residential units.

The Retention applicable to any Claim covered under this section shall double the Retention shown on the Declarations Page unless the transaction file contains a pre- approved supplement to the purchase contract.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION INDEMNITY AND DEFENSE COVERAGE

You **and We** agree **Part 5. B.1.d.** is replaced by the following:

- d. Discrimination on the basis of age, sex, gender, military service, race, creed, color, religion, handicap, disability or health condition, marital status, national origin, or sexual preference by **You**, including any **Claim** resulting therefrom. However, notwithstanding the foregoing, **We** shall pay both **Damages** and **Defense Costs** resulting from any **Claim** upon which suit may be brought on account of such alleged behavior by **You**. **Our** obligation to pay such **Damages** and **Defense Costs** shall not exceed the lesser of the Each **Wrongful Act** limit, shown on the Declarations Page as Item 5, or \$1,000,000.00 as a result of any one Claim or all such **Claims** during the **Policy Period**.

In no event will the Limit of Liability for Discrimination Indemnity and Defense Coverage exceed the Aggregate Limits of Liability shown on the Declarations Page as Item 5.

We shall not be obligated to pay any **Damages** and/or **Defense Costs** or to defend any suit after the applicable sub-limit of **Our** liability has been exhausted.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN CIRCUMSTANCES EXCLUSION ENDORSEMENT

You and **We** agree **Part 5.B.1.** is amended by the addition of the following

Facts, circumstances, situations, errors or omissions shown in response to **Claims** or circumstances disclosed, or that should have been disclosed on the **Application** or **Renewal Application** completed in connection with this Policy.

dated on or about: 1/21/2016

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELLERS PROTECTION PLAN COVERAGE ENDORSEMENT

Coverage under this Policy is hereby extended to each of the **Named Insured's Sellers** under the terms and conditions of the **SELLERS PROTECTION PLAN**, which is part of this document.

The Limit of Liability for this coverage is \$25,000 per completed contract. A Retention of \$2,500 per **Claim** applies to the **Seller**.

All other terms and conditions of this Policy remain unchanged.

Sellers Protection Plan Endorsement

THE SELLERS PROTECTION PLAN IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULT OF COVERED CIRCUMSTANCES AND WHICH ARE FIRST MADE AGAINST THE SELLER AND REPORTED TO THE COMPANY WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE OR REPORTED AFTER THE END OF THE COVERAGE PERIOD. THIS POLICY IS WRITTEN WITH DEFENSE COSTS INCLUDED WITHIN THE LIMIT OF LIABILITY. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

Throughout this endorsement, the terms "We", "Us", and "Our" refer to the Insurance Company named on the Declarations of the policy to which this endorsement applies. This coverage is provided to the **Named Insured** for the benefit of the **seller**. We agree with the **seller** as follows:

I. DEFINITIONS:

When used in this policy, the following terms displayed in "bold face type" will only have the meaning as stated herein.

Bodily injury means bodily harm, sickness or disease, mental or emotional distress, including death resulting therefrom.

Buyer means the entity or entities identified as the purchaser of **residential property** by way of a **completed contract**.

Claim means the receipt by the **seller** of a demand for money arising out of a **covered circumstance** that results from the direct sale of **residential property**.

Completed contract means a binding contract for the sale of **residential property**, the **seller** of which was represented by an insured under this policy, where the transaction for such sale has closed. All documents relating to the transfer of title to such **residential property** must have been duly recorded.

Coverage period means 180 consecutive days beginning on the date the transaction evidenced by the **completed contract** closed. The **seller** can elect to extend coverage for an additional 180 days, for a total coverage of 360 days by purchasing this option at the time of closing.

Covered circumstance means a lawsuit, arbitration or mediation proceeding, or alternate dispute resolution proceeding to which the **seller** submits, with our consent, instituted against the **seller** by the **buyer**, resulting from actual or alleged undisclosed defects in **residential property**.

Damage means physical injury to or destruction of tangible property, including all resulting loss of use of that property.

Defense Costs means fees charged by any attorney, and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, if incurred by us or by the **seller** with our written consent.

Defense costs do not include salaries of our employees or officers, or fees and expenses of independent adjusters retained by us.

Injury means **bodily injury** and **personal injury**.

Named Insured means the individual or firm named on the Declarations as the **named insured**.

Personal injury means **injury** or **damage** sustained by any person or organization caused by, based upon, or arising out of false arrest, detention, or imprisonment, malicious prosecution or humiliation; written or oral publication of material that libels, slanders, or disparages the goods, products, or services of others; or wrongful entry or eviction or other invasion of the right of privacy.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including radon, asbestos, lead, smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Residential property means a single-family dwelling, condominium or townhome owned and occupied by the **seller**, or which is temporarily unoccupied for fewer than ninety (90) days prior to the date of a **completed contract** and sold to the **buyer**.

Seller means the entity or entities identified as the **seller** of **residential property** in a **completed contract**.

II. COVERAGE AGREEMENT

We will pay on behalf of the **seller**, all amounts, including **defense costs**, up to our limit of liability and in excess of the applicable deductible, which the **seller** becomes legally obligated to pay as a result of a **covered circumstance**. The **covered circumstance** must occur and **claim** must be made against the **seller** and reported to the Company within the **coverage period**.

All **claims** arising out of the same or interrelated **covered circumstance** shall be subject to the one limit of liability, regardless of the number of **claims** made or claimants bringing them.

We have the right and will defend any **claim** , even if any of the charges of the **claim** are groundless, false or fraudulent. We will investigate and make settlement of any **claim** that we deem appropriate.

III. EXCLUSIONS

This endorsement does not apply to any **claim** for, based upon or arising out of any:

1. **covered circumstance** from which, prior to the date of a **completed contract** the **seller** knew or could reasonably expect that a **claim** would arise;
2. loss, cost or expense, under any circumstances, due to nuclear reaction, radiation, or contamination or **pollutants**, regardless of cause;
3. intentional, dishonest or fraudulent act committed, in fact, by or on behalf of the **seller** to effectuate the sale of **residential property**;
4. **claim** made by or on behalf of the **seller** and/or **buyer** against the **named insured** , any employee of, or other individual retained by the **named insured** , resulting from professional services rendered or failed to be rendered by or on behalf of the **named insured**;
5. class action suit;
6. counter-**claim**, cross-complaint or similar action instituted against the **buyer** by the **seller**;
7. multiplication of amounts payable under this policy imposed by law; punitive or exemplary amounts; or, any matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
8. actual or alleged violation of the Employees Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Act of 1974, or any Federal, State or Local Statutory Law or Common Law, or any of their amendments;
9. actual or alleged anti-trust law violation or agreement or conspiracy to restrain trade;
10. escrow amounts in connection with any **completed contract**;
11. fluctuation in market value, or condition, performance or suitability for use of any **residential property**;
12. failure to procure or maintain adequate insurance or bonds prior to the date of a **completed contract**;
13. **damage** to **residential property** known to have been sustained subsequent to the date of a **completed contract**.
14. **injury**, or **damage** to property not forming a part of the **residential property**;
15. contract or agreement for the assumption of liability to pay for known **damage** to any **residential property**;
16. actual or alleged discrimination, including but not limited to discrimination based on the religion, race, national origin, creed, sex, age, marital status, handicap or sexual preference.

IV. LIMIT OF LIABILITY / DEDUCTIBLE

The Limit of Liability is \$25,000 per **seller** , per **completed contract** and is the total limit of our liability for all **claims** arising out of, or in connection with, the same or interrelated **covered circumstance** , regardless of the number of **claims** made or claimants.

The limit of liability applies collectively for all entities named as **seller** . This limit of liability applies regardless of the number of persons or organizations who qualify for coverage under this policy as **seller**.

Our obligation to pay as a result of a **claim** and **defense costs** is in excess of the applicable amount of the deductible of \$2,500. The **seller** agrees to pay all amounts up to the amount of such deductible. Payment of the deductible or portions thereof, shall be made by the **seller** as **defense costs** are incurred or a payment for **claim** is made.

Defense costs are included within the Limit of Liability. The amount we will pay for all **defense costs** shall not exceed the limit of liability stated on the Endorsement. **Defense costs** are not payable under this policy until all other insurance available to the **seller** for **defense costs**, if applicable, has been exhausted.

V. CONDITIONS

A. Duties In The Event Of A Claim

If the **seller** receives notice of a **claim** during the **coverage period** , the **seller** must immediately give written notice to us. Notice given by or on behalf of the **seller** , or notice given by or on behalf of the **buyer** , to any of our licensed insurance agents or insurance brokers in this state, with particulars sufficient to identify the **seller** , shall be deemed notice to us.

The **seller** agrees to fully cooperate with us or our designee in the investigation, making of settlements, conduct of suits or other proceedings, or enforcing any right of contribution or indemnity against another who may be liable to the **seller** because of such **covered circumstance**.

The **seller** also agrees to immediately forward all documents received in connection with the **claim** to us, attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses, and refuse, except at their own cost, to settle any **claim** voluntarily make any payments, assume any obligation or incur any expense without our prior written consent.

B. Legal Action Limitation

Any legal action against us concerning this policy cannot be brought by the **seller** unless they have fully complied with all the provisions of this policy, and the amount of their obligation to pay has been decided. Such amount can be decided by final judgment against such **seller** or by written agreement between the **seller** , us and the claimant. Such action must be brought within three years.

No individual or entity has any right under this policy to include us in any action against the **seller** to determine their liability, nor will the seller or their representative bring us into such an action.

C. Transfer of Rights of Recovery

If we make any payment under this policy, we shall be subrogated to all rights of recovery of the **seller** against any person or organization. The **seller** shall execute and deliver all instruments and papers and do whatever is necessary to secure such rights. The **seller** shall do nothing to prejudice such rights.

D. Transfer of Interest

This policy is not transferable or assignable unless the **seller** dies or is adjudged incompetent. If either event occurs, the policy will continue for the remaining part of the **coverage period** , first, for the benefit of their legal representative while acting within the scope of such duties, and second for the benefit of anyone having proper temporary custody of the **residential property** until a legal representative is appointed.

E. Changes

Notice to any real estate agent or knowledge possessed by any such real estate agent or any other person who is not our real estate agent shall not act as a waiver or change in any part of this endorsement. This restriction does not apply to the insurance agent. It also will not prevent us from asserting any rights under the provisions of this endorsement. None of the provisions of this endorsement will be waived, changed or modified except by written endorsement issued to form a part of this policy.

F. Other Insurance

If the **seller** has other valid and collectible insurance which applies to the **claim** , this insurance shall be excess over any other insurance, self-insurance, self-insured retention or similar programs, whether primary, excess, contingent or on any other basis.

G. Premium/Cancellation

The premium for this coverage shall be deemed fully earned and non-refundable upon payment.

H. Bankruptcy/Insolvency

The bankruptcy or insolvency of the **seller** or the estate of the **seller** shall not relieve us of any of our obligations under this policy.

I. Misrepresentation/Fraud

This policy shall not provide coverage as a result of any fraud or misrepresentation by the **seller** or **named insured** to obtain coverage under this policy, or, if any **claim** is submitted with intent to defraud.

Certificate

SELLER'S PROTECTION PLAN

Selling your home doesn't end at the sale. Protecting yourself is important and by listing your home with an experienced professional, you've chosen an insured plan that covers you even after your real estate transaction.

The Seller's Protection Plan – administered by CRES Insurance Services – provides you coverage for up to 180 days after the close of escrow. In the event of any inadvertent errors or omissions related to the sale of your home and in the event of a claim, you'll receive up to \$25,000* (including defense costs) which you would be legally obligated to pay.

Seller's Name(s)

Property Address

City/State/Zip

Real Estate Company/Agent

Closing Date



CA License# 0D85894

For a list of complete license numbers by state, visit

www.cresinsurance.com

*\$2,500 retention applies. Coverage subject to terms, condition, and exclusions. SPP coverage afforded to members of the Real Estate Agent Alliance Purchasing Group and is written through A-rated or better insurance carriers.

✂ Detach this section & return it with your payment ✂

Seller's Name(s):

Seller's New Address:

Real Estate Company:

Agent Name:

Address of Property Sold:

Close of Escrow Date:

YES! I would like to purchase a 180-day extension for only \$100* (\$200 for CA)

*To activate your extension, complete this form & mail it along with your payment and closing statement within 15 days of the close of escrow

Make check payable to:
CRES Insurance Services

See reverse for mailing instructions

\$2,500 retention applies. Coverage subject to terms, conditions & exclusions of the policy.

SELLER'S PROTECTION PLAN ENROLLMENT FORM

SELLER'S PROTECTION PLAN SUMMARY SHEET

What's Covered? This policy will pay on behalf of you, the seller, all amounts, including defense costs, up to \$25,000 over the \$2,500 retention, which you become legally obligated to pay as a result of a covered circumstance. The covered circumstance must happen and claim must be reported within the coverage period. A covered circumstance means a lawsuit, arbitration or mediation proceeding, or alternate dispute resolution proceeding to which you submit, with our consent, instituted against you by the buyer, resulting from actual or alleged undisclosed defects in residential property which is your principal residence. For your coverage to be valid your broker's policy with us must be in effect at the time of the completed contract (your closing) and when the claim is made against you.

What's NOT Covered? All insurance products have exclusions, or situations they don't cover. The major exclusions in this coverage include:

- Intentional, dishonest or fraudulent act(s) committed by you or on your behalf
- Covered circumstances of which you had knowledge prior to closing
- Claims by you against your real estate broker and/or agent
- Claims involving escrow monies
- Claims for damages to the residential property sustained subsequent to closing escrow
- Claims against you not involving your principal residence

How Does it Work? Because your real estate broker cares about your peace of mind, you will be automatically enrolled in the SPP Program. Coverage begins on the date of the completed contract (closing) and continues for 180 days. You have the option to extend your coverage for an additional 180 days, for a total of 360 days. If you wish to extend your coverage, you must complete the attached enrollment form and mail it in along with your check and closing statement within 15 days of escrow. You may also contact CRES at (858) 618-1648. No additional extensions are available. The SPP is fully earned and non-refundable.

What Do I Do in the Event of a Claim? Since you are working with a highly professional real estate broker, we are confident you won't have any problems. If a problem develops between you and the buyer, please call us as soon as possible at (858) 618-1648. Don't wait until it becomes a lawsuit. Early intervention is often the key to a favorable outcome.

THIS DOCUMENT IS AN OVERVIEW AND SUMMARY OF COVERAGE. FOR A COPY OF THE ACTUAL ENDORSEMENT AND ALL TERMS AND CONDITIONS WHICH APPLY, CONTACT CRES AT (858) 618-1648.

Your Agent/Broker has a business relationship with the Real Estate Agents Alliance Purchasing Group, which is a casualty insurance buying and risk management collective. Through this relationship, in addition to the protection you receive, your Agent/Broker may also receive more protection because your home warranty belongs to a class of warranties that afford superior protection. This additional protection is in the form of a reduced retention in case there is a claim for money or services arising from their representation in the purchase and sale of your home.

Please mail your completed enrollment form and payment to:

CRES Insurance Services
PO Box 500810
San Diego, CA 92150



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCING TERM EXCLUSION ENDORSEMENT

You and We agree **Part 5.B.1.** is amended by the addition of the following:

Any financing term that is contained on addenda or otherwise not within the standard form real estate sales contract.

This exclusion does not apply to such financing terms if they were disclosed to all lenders and borrowers prior to loan approval.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION COVERAGE

In consideration of the premium charged, it is agreed the policy is amended as follows:

Part 5. B. m. is deleted in its entirety and replaced with the following:

Based on or arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **Pollutant** on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or any loss cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, any **Pollutant**, by **You** or by any other person or entity the insured is liable for, unless and only to the extent that, the claim results from **Your** failure to disclose the existence or presence of any **Pollutant** on a residential property with 1-4 residential units.

Pollution Coverage Limit of Liability: \$100,000

The "Pollution Coverage Limit of Liability" as set forth above is a single combined sub-limit of liability for both damages and claims expenses and is included within, and not in addition to, "Limit of Liability - Policy Aggregate" stated in the Declarations

"**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to:

- (1) Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, mold or asbestos;
- (2) Hazardous, toxic or radioactive matter or nuclear radiation;
- (3) Waste, which includes material to be recycled, reconditioned or reclaimed;
- (4) Any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances; or
- (5) Radon, mold or other organic matter, including, but not limited to Aspergillus, Penicillium, or any strain or type of Stachybotris commonly collectively referred to as the "Black Molds";

In no event will **our** liability exceed the lesser of either the most recent bona-fide sale price of the dwelling or pollution coverage limit of liability as stated above.

All other terms and conditions of this Policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETENTION REDUCTION - RISK MANAGEMENT PRACTICES

You and We agree:

A. Retention Reduction - With Required Criteria Met

In the event of a covered claim, we will reduce your Retention amount up to \$5,000 as long as the following criteria applies as part of the transaction/closing:

1. \$2,500 for a qualified, comprehensive home warranty was placed on the property

Qualified, comprehensive home warranty is one placed with a warranty company approved by the state insurance department that offers the following coverage options: structural, sewage ejector pump, plumbing regulator, septic pumping, and doorbell. If any of these are forbidden due to state law, an alternative option may be substituted, if approved prior to the warranty being placed. First party warranties or other un-filed "service contracts" do not constitute approved home warranties.

-and/or-

2. \$2,500 if a comprehensive permit report was provided to the buyer.

Comprehensive permit reports are documentation of the building permit history of the property that is the subject of the claim in question which includes information on sewer/septic permits, where available, and the option to purchase a claims/litigation history report.

The Retention will be reduced only when the qualifying item(s) are ultimately paid for by the real estate broker or salesperson in conjunction with that particular transaction/closing.

B. Retention Reduction - Settlement During Mediation

In the event of a covered claim, we will reduce your Retention amount by 50% if the claim is settled during mediation and prior to litigation.

Retention reduction will never "reduce" the retention to less than zero.

All other terms and conditions of this Policy remain unchanged.

PART 9. APPLICATION - A copy of your application or renewal application is attached behind this page.



PROFESSIONAL LIABILITY APPLICATION

This application must be completed by the Licensed Broker or designee on behalf of the firm and signed by an owner, officer, or principal of the firm.

P.O. Box 500810 | San Diego, CA 92150 | P: (858) 618-1648 | F: (858) 618-1655 | cresinsurance.com

Return Application to: _____ Phone: _____ Fax: _____

Email: _____

Principal Contact: Natalio Escobar _____ Lic #: _____

Email: klrw391@kw.com

Best Phone # to reach you: _____ Fax: _____

Named Insured Information

Form of Business Entity: Individual Licensee Sole Proprietorship Partnership LLC Corporation

Name of Entity: Pro Group Corona Inc _____ Lic #: 1406566 _____

Preferred DBA Name: Keller Williams Corona/Pro Group Inc Escrow Division _____

Address: 4160 Temescal Canyon Rd. Ste 500 _____ City: Corona _____ State: CA _____ Zip: 92883 _____

Professional Memberships [i.e. Nat'l Assoc of Realtors (NAR)]: NAR,CAR,REALTOR _____

Broker: _____ # Brokers: 1 # Agents: 169 # Loan Officers: 0 # Unlicensed: 0

Yes No Has any policy for the above entity been declined, cancelled, or non-renewed in the past 5 years? (MISSOURI APPLICANTS SKIP THIS QUESTION)

Yes No Have any claims been made during the past 5 years against you, current/past agents, brokers, employees or clients in connection with your provision of professional services? (If yes, current loss runs needed)

Yes No Are you aware of any act, error, omission, or other circumstance which might reasonably be expected to be the basis of a claim or suit against you, current/past agents, brokers, employees, or clients in connection with your provision of professional services? (If yes, details needed)

Yes No Are any principals an active attorney with a practice in any field?

Yes No Are you owned by, have ownership in, or affiliated with any developer, builder, or construction company? (If yes, details needed)

Requested Effective Date: _____ Prior Acts Date: _____ (Attach current declarations page)

Requested Limits: \$500,000 / \$500,000 \$500,000 / \$1,000,000 \$1,000,000 / \$1,000,000 Other: VARIOUS _____

Requested Deductible: \$2,500 \$5,000 \$10,000 Other: VARIOUS _____

Please list your real estate E&O insurance info for the past three years (where applicable):

Policy Start Date	Carrier name	Liability Limits	Deductible	Premium
01/05/2015	QBE	\$1,000,000/\$1,000,000	\$10,000	\$35,136.00
01/05/2013	Starr	\$1,000,000/\$1,000,000	\$10,000	\$27,157.00
01/05/2012	Starr	\$1,000,000/\$1,000,000	\$5,000	\$7,645.00

Insured Services Information

List Gross Commission Income "GCI" (prior to commission split) for the past and projected 12-month periods (not calendar year):

ACTIVITY <i>Be sure to list all revenue for activities you are seeking coverage for</i>	Past 12 Months		Projected Next 12 Months	
	GCI	Total Trans Count Dual as 2	GCI	Total Trans Count Dual as 2
Real Estate Sales				
1-4 Residential Units ¹	\$8,481,124	1,029	\$9,671,969	1,100
5+ Residential Units ²	\$50,000	5	\$50,000	5
Commercial ²	\$200,000	4	\$200,000	4
Raw, Vacant, or Partially Developed Land ³	\$100,000	5	\$120,000	10
Property Management and/or Leasing				
1-4 Residential Units ¹	\$113,289	99	\$130,000	100
5+ Residential Units ²				
Commercial ²	\$200,000	10	\$200,000	10
Seasonal/Vacation Units ⁴				
HOA Management ⁴				
Mortgage				
Mortgage Brokering ⁵				
Mortgage Banking ⁵				
Escrow				
Broker-Held	\$1	1	\$1,000,000	380
3 rd Party (Escrow Lic#)				
Miscellaneous				
Real Estate Counseling/Consulting (Describe:)				
Residential Real Estate Appraisal				
Broker Price Opinions				
Referrals	\$77,747	60	\$77,747	60
Business Brokerage/Opportunities ⁶				
Other (Describe:)	\$0	0	\$0	0

¹⁻⁶ Please complete the appropriate sections with additional information for all applicable activities

4 Property Management / Leasing Details

How many total properties are managed by the Named Insured? _____

How many units in each property? _____

Yes No Are any of these properties owned (in part or full) by an insured?

Provide revenue OR percentages of management/leasing activities in the past 12 months:

_____ Apartment/Condo (1-4 Units)	_____ HOA	_____ Warehouse
_____ Apartment/Condo (5+ Units)	_____ Office	_____ Industrial
_____ Seasonal / Vacation	_____ Retail	_____ Other: _____

5 Mortgage Brokering Details

Past 12 months: Average Loan Amount: \$0 _____ Value of Largest Mortgage: \$0 _____

Yes No Are you involved in warehouse lending?

Do any of your Mortgage Activities include:

- | | |
|---|--|
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Perform any underwriting duties | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Solicit/use own capital in loans brokered |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Hold loans longer than 30 days | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Loans via warehouse line/other means in own name |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Commercial loans | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Fund loans w/o prior written funding commitment |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Reverse mortgages | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Loan-servicing duties |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Non-institutional/private money loans | |

6 Business Brokerage/Opportunity Details

Top 3 Sales Prices & Type of Transaction in the past 12 Months:

_____ Type: _____	Building Included: <input type="checkbox"/> Yes <input type="checkbox"/> No
_____ Type: _____	Building Included: <input type="checkbox"/> Yes <input type="checkbox"/> No
_____ Type: _____	Building Included: <input type="checkbox"/> Yes <input type="checkbox"/> No

What type(s) of business brokerage do you anticipate in the coming 12 months? _____

Yes No Do you have dedicated agents for business brokerage activities?

If yes: Who? _____ Lic #: _____
 # Years Experience: _____ # Deals in past 5 years: _____ (Specific to business brokerage)

NOTE: Early cancellations subject to minimum earned premium up to \$750 and/or a short rate charge of 10%
THIS APPLICATION IS FOR QUOTATION PURPOSES ONLY AND DOES NOT BIND THE COMPANY TO ISSUE INSURANCE.

Name: _____ Title: _____

Signature: SIGNATURE ON FILE _____ Date: _____

FRAUD WARNINGS BY STATE

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any Insurance Company or agent of an Insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: Warning: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

NOTICE TO IDAHO APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any Insurance Company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO INDIANA APPLICANTS: Any person who knowingly and with the intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO MAINE APPLICANTS: It is a crime to provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the Company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MICHIGAN APPLICANTS: Any person who knowingly and with intent to injure or defraud any insurer submits a claim containing any false, incomplete or misleading information shall upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.

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

NOTICE TO NEVADA APPLICANTS: Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

NOTICE TO NEW HAMPSHIRE APPLICANTS: Any person who, with purpose to injure, defraud or deceive any Insurance Company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO LOUISIANA AND NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any Insurance Company or other person files an application for insurance or statement of claims containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with the intent to defraud any Insurance Company or other person files an application for insurance or statement of claim containing any fact materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE, VIRGINIA & WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an Insurance Company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

This policy consists of:

Declarations

One or more coverage parts. A cover


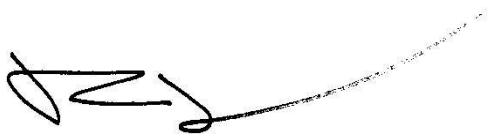
- One or more coverage forms
- Applicable forms and endorsements

QBE Insurance Corporation

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Robert V. James
President

Jose Ramon Gonzalez, Jr.
Secretary



NOTICE OF QBE® PRIVACY POLICIES AND PRACTICES

FACTS	WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Your privacy is important to us. At QBE, we know that you have an interest in how we collect, keep, and use customer information.
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What?	<p>At QBE, we collect, keep and use information about our customers to serve their insurance needs. QBE and our agents may collect the following information about you and people covered under your policy:</p> <ul style="list-style-type: none"> • Information included on your applications or other forms. (For example, name, address, and Social Security number). • Information about your transactions with us or our affiliates. (For example, services purchased and payment history). • Information from consumer reporting agencies and insurance-support organizations. (For example, credit relationships and history, motor vehicle reports and claims history). • Information from other sources. (For example, medical information and demographic information). • Information from visits to the QBE web site.
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How?	All financial companies need to share customers' information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' information; the reasons QBE chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does QBE share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For affiliates to market to you - to offer our products and services to you.	Yes	No
For nonaffiliates to market to you	No	We don't share

Questions?	<p>Please Contact:</p> <p style="margin-left: 40px;">QBE Americas, Inc. Attn: Privacy Official Corporate Legal Department One General Drive Sun Prairie, WI 53596 1.800.362.5448</p>
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Who we are	
Who is providing this notice?	QBE U.S. legal entities that use the names listed on page 3 of this Notice.

What we do	
How does QBE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does QBE collect my personal information?	If we need to confirm or obtain additional information about our customers, we may contact outside sources. These sources may include agents, brokers, insurance support organizations, consumer reporting agencies, medical providers and government agencies. The information we collect from these outside sources may include claims history, employment information and medical reports. Information obtained from outside sources may be kept by these outside sources and disclosed to other persons, as permitted by law.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit some but not all sharing related to:</p> <ul style="list-style-type: none"> • affiliates' everyday business purposes - information about your credit worthiness • affiliates from using your information to market to you • nonaffiliates to market to you <p>State laws and individual QBE companies may give you more rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be insurance and non-insurance companies. Our affiliates include companies listed on page 3 of this Notice
Nonaffiliates	Companies not related by common ownership or control. They can be insurance and non-insurance companies.
Third Parties	<p>QBE carefully chooses service providers to help us provide quality insurance services to our customers. We are careful to protect customer privacy when we share information with them. We may share customer information with the types of third parties listed below.</p> <ul style="list-style-type: none"> • Financial service providers. (For example, insurance agents). • Hospitals, medical clinics or physicians. • Adjusters, appraisers, investigators and attorneys (To investigate or settle a claim involving you). • Insurance-support organizations that help detect and prevent insurance crimes or fraudulent claims (such as the National Insurance Crime Bureau). Information collected by such organizations may be kept by them and later shared with others who use these reports. • People that conduct actuarial or underwriting studies. • Companies that perform services for us or on our behalf. (For example, vendors we hire to respond to customer requests or to maintain or develop software for us). <p>We require third parties to comply with strict standards regarding security and confidentiality of customer information. They are not permitted to release customer information or use it for their own purposes. Third parties are also not allowed to sell any customer information we share with them to any other party.</p>

There may be times when we are required by law to disclose information about you to nonaffiliated third parties. For example, we may disclose information in response to a subpoena. We may share information to help detect or prevent fraud. We may have to give information to law enforcement or governmental agencies. We also may share information if you give us written permission first.

We do not sell or share customer information to or with any party outside of QBE for purposes of independently selling their products to our customers.

Other important information

How You Can Review Recorded Information About You:

People covered under your policy have the right to review information about them in our files. They may write us at the address shown on this notice if they want to know what information we have on file. We will need their complete name, address, date of birth, and all your policy numbers. They will need to tell us what information they would like to receive or view. We will act on their request within 30 days of receiving it. We will let them know the nature of the information about them in our files. We will tell them with whom we have shared this information in the past two years. We will also give them the name and address of any consumer reporting agency that prepared a report about them in our files. They can contact the consumer reporting agency to get a copy of that report.

If they would prefer to view and copy the information in the file in person, they will need to let us know in their request.

If You Disagree With Our Records:

A person covered under your policy should contact us if they think any of our information is incorrect. They should tell us what is wrong and why. They may ask us to correct, amend or delete it. Within 30 days of receiving their request, we will change their information in our files or let them know that we refused to change their information.

If we make any changes to their information, we will let them know of those changes. We will also let the parties listed below know of those changes.

- Any party that may have, in the past 2 years, been given such information.
- Any insurance-support organization that we have given the information to within the past 7 years.
- Any insurance-support organization that gave us the information.
- Consumer Reporting Agencies (CRAs).

If we do not make changes, we will give them the reasons why and let them know of their right to file a statement. Their statement should tell us what they think is the correct information. They should also tell us why they disagree with our refusal. Their statements will be kept in their file and given to anyone that reviews the information. If we need to disclose the disputed information, we will mark the matter(s) in dispute and include their statement(s).

Privacy Policy Changes: We will notify you if we make changes to our privacy policy. We may make changes to comply with applicable laws or to conform to our current business practices. QBE reserves the right to change its privacy policies at any time.

QBE U.S. legal entities

This notice is being provided on behalf of the following QBE affiliates:

QBE Insurance Corporation	North Pointe Insurance Company
QBE Specialty Insurance Company	Stonington Insurance Company
Praetorian Insurance Company	