

SERFF Tracking Number: PRFL-125459677 State: Arkansas
Filing Company: General Star National Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 07-103-3-2 F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: Real Estate Appraisers E&O
Project Name/Number: General Star Real Estate Appraisers/07-103-3-2 F

Filing at a Glance

Company: General Star National Insurance Company

Product Name: Real Estate Appraisers E&O SERFF Tr Num: PRFL-125459677 State: Arkansas
TOI: 17.1 Other Liability - Claims Made Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.1019 Professional Errors & Omissions Liability Co Tr Num: 07-103-3-2 F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Carol Selleck Disposition Date: 02/14/2008
Date Submitted: 01/28/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: General Star Real Estate Appraisers Status of Filing in Domicile: Pending
Project Number: 07-103-3-2 F Domicile Status Comments: Pending in Ohio
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/14/2008 Deemer Date:
State Status Changed: 02/11/2008
Corresponding Filing Tracking Number: 07-103-3-2 R
Filing Description:
Filing of forms for a new Real Estate Appraisers Errors and Omissions Program for members of the Realtors Insurance Purchasing Group Association.

Company and Contact

Filing Contact Information

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(This filing was made by a third party - profilersllc)

Carol Selleck, President, ProFilers, LLC cselleck@aol.com
7133 W. Honeysuckle Drive (623) 376-2462 [Phone]
Peoria , AZ 85383 (623) 376-2462[FAX]

Filing Company Information

General Star National Insurance Company CoCode: 11967 State of Domicile: Ohio
695 E. Main Street D-4 Group Code: 31 Company Type: Property and Casualty
Stamford, CT 06904 Group Name: Berkshire Hathaway State ID Number:
(203) 328-6079 ext. [Phone] FEIN Number: 13-1958482

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Form filing is \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
General Star National Insurance Company	\$50.00	01/28/2008	17695670

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/14/2008	02/14/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	02/11/2008	02/11/2008	Carol Selleck	02/13/2008	02/13/2008

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Disposition

Disposition Date: 02/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document (revised)	Filing memo and forms Index	Approved	Yes
Supporting Document	Filing memo and forms Index	Approved	Yes
Supporting Document	Filing authorization	Approved	Yes
Form	Real Estate Appraisers Declarations	Approved	Yes
Form	Real Estate Appraisers Policy	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Optional ERP Limited Endorsement	Approved	Yes
Form	ERP Unlimited Endorsement	Approved	Yes
Form	Terrorism Exclusion	Approved	Yes
Form	Policy Number Change Endorsement	Approved	Yes
Form (revised)	General Change Endorsement	Approved	Yes
Form	General Change Endorsement	Approved	Yes
Form	Real Estate Appraisers Application	Approved	Yes
Form (revised)	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Consumer Notice	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/11/2008
Submitted Date 02/11/2008
Respond By Date
Dear Carol Selleck,

This will acknowledge receipt of the captioned filing.

Please refer to Form GSN-07-AP-122 (07/2007) page 5 and 6, B. The declarations and the Limit of Liability state that the limits for claim and defense shall be equal limits, yet this provision limits the Claims Expense to \$100,000. This seems to be in conflict and would not be allowable either under AR Code Anno. 23-79-307 (5) (a) or the exemption AID Order 2007-046 for an exemption of defense outside the limits with \$1,000,000 limit of liability requirement. Please explain.

Also, please refer to page 10, D. The only reason you may refuse any of the Extended Reporting Periods coverages is for flat cancellation effective at inception for non-payment of premium or misrepresentation in application. A flat cancellation must occur for either of those two reasons. Cancellation or non-renewal for any other reason is not allowable for refusal of any ERP. These provisions are mandatory – the basic being free of charge and the optional must be put into force if requested and premium is received pursuant to AR Code Anno. 23-79-306 (2,3).

With reference to the use of Form GSN-07-AP-622 (06/2007) page 1, Claim Expenses: Choice a. "Are included within the limits of liability", please confirm that this coverage with comply with AID Exemption 2007-046, which requires a minimum limit of liability of 1,000,000 and the execution of a signed consent form by the insured acknowledging that the limits of liability may be reduced or completely exhausted in payment of defense.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/13/2008
Submitted Date 02/13/2008

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Dear Edith Roberts,

Comments:

Response 1

Comments: Ms. Roberts,

General Star National has revised the Arkansas Endorsement to indicate the separate but equal limits in the Supplementary Payments section of the policy. The ERP provisions have also been amended to comply with your requirements. We are replacing the 01/2008 edition of the endorsement with the 02/2008 edition attached.

The General Change endorsement should not have referenced "are included in the limit of liability" since that is not an option. A revised endorsement GSN-07-AP-622 (02/2008) is attached.

We have also attached a revised forms index to the Supplemental Information Tab.

Thank you,
 Carol

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Filing memo and forms Index
 Comment: Filing memo and forms index attached.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
General Change Endorsement	GSN-07-AP-622	(02/2008)	Endorsement/Amendment/Conditions	New		0	GSN-07-AP-622 (02-2008) - General Change Endorsement.pdf

Previous Version

<i>SERFF Tracking Number:</i>	<i>PRFL-125459677</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>General Star National Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-103-3-2 F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Real Estate Appraisers E&O</i>		
<i>Project Name/Number:</i>	<i>General Star Real Estate Appraisers/07-103-3-2 F</i>		
General Change Endorsement	GSN-07- (06/2007) Endorsement/AmendmentNew AP-622 /Conditions	0	GSN-07- AP-622 (06-2007) - General Change Endorsement.pdf
Arkansas Amendatory Endorsement	GSN-07- (02/2008) Endorsement/AmendmentNew AP-802AR /Conditions	0	GSN-07- AP-802AR (02- 2008).pdf
Previous Version			
Arkansas Amendatory Endorsement	GSN-07- (01/2008) Endorsement/AmendmentNew AP-802AR /Conditions	0	GSN-07- AP-802AR (01- 2008).pdf

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TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions
Liability

Product Name: Real Estate Appraisers E&O
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No Rate/Rule Schedule items changed.

Sincerely,
Carol Selleck

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Real Estate Appraisers Declarations	GSN-07-AP-720	(06/2007)	Declaration New s/Schedule		0.00	GSN-07-AP-720 (06-2007) - Dec-Page.pdf
Approved	Real Estate Appraisers Policy	GSN-07-AP-122	(07/2007)	Policy/CoveNew rage Form		0.00	GSN-07-AP-122 (07-2007) - Appraisers Policy.pdf
Approved	Additional Insured Endorsement	GSN-07-AP-201	(06/2007)	Endorseme New nt/Amendm ent/Condi tions		0.00	GSN-07-AP-201 (06-2007) - Additional Insured.pdf
Approved	Cancellation Endorsement	GSN-07-AP-216	(06/2007)	Endorseme New nt/Amendm ent/Condi tions		0.00	GSN-07-AP-216 (06-2007) - Cancellation.pdf
Approved	Optional ERP Limited Endorsement	GSN-07-AP-234	(06/2007)	Endorseme New nt/Amendm ent/Condi tions		0.00	GSN-07-AP-234 (06-2007) - Limited Period ERP.pdf
Approved	ERP Unlimited Endorsement	GSN-07-AP-235	(06/2007)	Endorseme New nt/Amendm ent/Condi tions		0.00	GSN-07-AP-235 (06-2007) - Unlimited ERP.pdf
Approved	Terrorism Exclusion	GSN-07-AP-375	(10/2007)	Endorseme New nt/Amendm		0.00	GSN-07-AP-375 (10-

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<i>Company Tracking Number:</i>	<i>07-103-3-2 F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Real Estate Appraisers E&O</i>		
<i>Project Name/Number:</i>	<i>General Star Real Estate Appraisers/07-103-3-2 F</i>		

Approved	Policy Number Change Endorsement	GSN-07-AP-901	(06/2007)	Endorsement/Amendment/Conditions	0.00	2007) - Terror Exclusion.pdf
Approved	General Change Endorsement	GSN-07-AP-622	(02/2008)	Endorsement/Amendment/Conditions	0.00	GSN-07-AP-901 (06-2007) - Policy Number Change.pdf GSN-07-AP-622 (02-2008) - General Change Endorsement.pdf
Approved	Real Estate Appraisers Application	GSN-07-AP-603	(12/2007)	Application/ New Binder/Enrollment	0.00	GSN-07-AP-603 (12-2007) - terr3app.pdf
Approved	Arkansas Amendatory Endorsement	GSN-07-AP-802AR	(02/2008)	Endorsement/Amendment/Conditions	0.00	GSN-07-AP-802AR (02-2008).pdf
Approved	Arkansas Consumer Notice	GSN-07-AP-Consumer Notice AR	(01/2008)	Disclosure/ New Notice	0.00	GSN-07-AP-Consumer Notice AR (1-2008).pdf



REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY

DECLARATIONS PAGE

This is a claims made and reported policy. Please read this policy and all endorsements and attachments carefully.

Policy Number:

Renewal of Number:

1. **NAMED INSURED:**
STREET ADDRESS:

2. **POLICY PERIOD:** Inception Date: _____ Expiration Date: _____
Effective 12:01 a.m. Standard Time at the address of the Named Insured.

3. **LIMIT OF LIABILITY:**
Each Claim: _____
Aggregate: _____
Claim Expenses have a separate Limit of Liability:
Each Claim: _____
Aggregate: _____

4. **DEDUCTIBLE:** Each Claim: \$500.00 Aggregate: \$1,000.00

5. **RETROACTIVE DATE:**
If a date is indicated, this policy will not provide coverage for any **Claim** arising out of any act, error, omission or personal injury which occurred before such date.

6. **ANNUAL PREMIUM:**

7. **ENDORSEMENTS:**
This policy is made and accepted subject to the printed policy form together with the following form(s) or endorsement(s).

8. **MANAGING AGENT**
Herbert H. Landy Insurance Agency, Inc.
75 Second Avenue, Suite 410
Needham, Massachusetts 02494-2876

Authorized Representative

Producer Code:
Date:

Class Code:
SLA # (if applicable)

GENERAL STAR NATIONAL INSURANCE COMPANY
FINANCIAL CENTRE, P.O. BOX 10354
STAMFORD, CONNECTICUT 06904-2354
(A stock insurance Company, herein called the Company)

NOTICE

**THIS IS A CLAIMS MADE AND REPORTED FORM
REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY**

THIS REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE **CLAIMS** THAT ARISE FROM **PROFESSIONAL SERVICES** RENDERED AFTER THE RETROACTIVE DATE STATED IN THE DECLARATIONS PAGE AND WHICH ARE FIRST MADE AGAINST THE **NAMED INSURED** AND REPORTED TO THE COMPANY DURING THE **POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. ALL WORDS OR PHRASES (OTHER THAN CAPTIONS) THAT ARE PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

WHAT TO DO IN CASE OF A CLAIM

In the event you directly or indirectly become involved in a professional liability **claim**, you should immediately report the details in writing to:

General Star Management Company
Financial Centre, P.O. Box 1255
Stamford, CT 06904
Fax: 866-914-3151
Attn: Professional Liability Claims

Note: Failure to promptly report a **claim** could jeopardize your coverage.

IMPORTANT

This policy is not effective unless a Declarations page is issued.

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REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY
THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

THE COVERAGE PROVIDED BY THIS POLICY IS LIMITED TO ONLY THOSE CLAIMS THAT ARISE FROM PROFESSIONAL SERVICES TAKING PLACE ON OR AFTER THE RETROACTIVE DATE STATED ON THE DECLARATIONS PAGE AND WHICH ARE FIRST MADE AGAINST THE NAMED INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD.

GENERAL STAR NATIONAL INSURANCE COMPANY, hereinafter called the Company, agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements on the applications and the Declarations Page and subject to the Limits of Liability, exclusions, conditions and other terms of this policy, as follows:

INSURING AGREEMENTS

SECTION I -- COVERAGE

The Company will pay on behalf of the **Named Insured** all sums which the **Named Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Named Insured** during the **Policy Period** and first reported to the Company in writing during the **Policy Period** or applicable Extended Reporting Period, arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by the **Named Insured**; provided always that such act, error, omission or **Personal Injury** happens:

- A. during the **Policy Period**; or
- B. prior to the **Policy Period** provided that:
 - 1. Such act, error, omission or **Personal Injury** took place on or after the Retroactive Date as indicated on the Declarations Page of this policy: and
 - 2. at the inception of this policy no **Named Insured** had knowledge of any act or circumstance that may reasonably be anticipated to give rise to a **Claim** against the **Named Insured**.

The Company shall have the right and duty to defend any **Suit** against the **Named Insured** seeking **Damages** to which this insurance applies even if any of the allegations of the **Suit** are groundless, false or fraudulent.

However, the Company shall have no duty to defend the **Named Insured** against any **Suit** seeking **Damages** to which this insurance does not apply.

For covered **Claims**, the Company, at its option, shall select and assign defense counsel; however, the **Named Insured** may engage additional counsel, solely at their own expense, to associate in the defense of any covered **Claim**. The **Named Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's consent.

The Company shall also have the right to investigate any **Claim** and negotiate the settlement, as it deems expedient, but the Company shall not commit the **Named Insured** to any settlement without such **Named Insured's** consent. If the **Named Insured** refuses to consent to any settlement recommended by the Company, and elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the Company shall be relieved of any further duty to defend the **Claim**. The liability of the Company for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled.

SECTION II -- LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless the number of **Claims** made, the Company's liability is limited as follows:

A. Limits of Liability:

1. the Company's maximum liability for all **Damages** resulting from a **Claim** covered under the policy is the Limit of Liability Each **Claim** as stated in Item 3. on the Declarations Page. There shall be a separate Limit of Liability Each **Claim** applicable to **Claims Expenses** for any such **Claim** equal to the Limit of Liability Each **Claim** as stated in Item 3. on the Declarations Page; and
2. the Company's maximum liability for all **Damages** resulting from all **Claims** covered under this policy is the Limit of Liability Aggregate stated in Item 3. on the Declarations Page. There shall be a separate Limit of Liability Aggregate applicable to all **Claims Expenses** for all such **Claims** equal to the Limit of Liability Aggregate as stated in Item 3. on the Declarations Page.

B. For the purposes of coverage under this policy, all acts, errors or omissions or **Personal Injuries** that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision, regardless of the number of **Claims** or claimants, will be considered to be one act, error or omission or **Personal Injury** and will be deemed to have taken place at the time the first of these related acts, errors or omissions or **Personal Injuries** took place. All **Claims** based upon such logically or causally connected acts, errors or omissions or **Personal Injuries** shall be deemed to constitute a single **Claim**, shall be subject to a single Deductible and Each **Claim** Limit of Liability, and shall be deemed to have been first made on the date on which the first of all such logically or causally connected **Claims** was made.

C. The Company's liability for **Damages** and **Claims Expenses**, resulting from each **Claim** is in excess of the Deductible amount stated on the Declarations Page. The Deductible amount applies to **Claim Expenses** and **Damages** and the Deductible amount applies once per each **Claim**.

D. In the event the **Named Insured** participates in an **Alternative Dispute Resolution** to settle a **Claim**, the Company will waive 50% of the **Named Insured's** Deductible obligation. The maximum amount of this waiver shall not exceed \$25,000 per **Claim**. If the **Alternative Dispute Resolution** fails to resolve the **Claim**, and the **Claim** proceeds to litigation, the Deductible will apply without the 50% waiver to any **Damages** and **Claims Expenses** incurred once the litigation has commenced.

E. If any **Claim** reported under this policy is also covered by one or more primary insurance policies or certificates of insurance issued by the Company, or by any other affiliated company of GENERAL STAR NATIONAL INSURANCE COMPANY or any successor company, to the **Named Insured**, or to any person who controls, is controlled by or affiliated by common control with the **Named Insured**, then with respect to such **Claim**:

1. The Company shall not be liable under this policy for a greater proportion of the loss than the applicable Limit of Liability under this policy bears to the total limits of liability of all such policies; and
2. The maximum amount payable under all such policies shall not exceed the Limit of Liability of that policy which has the highest Limit of Liability.

F. The Limits of Liability of this insurance policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Declarations Page, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability. The purchase or application of any Extended Reporting Period shall not increase the Limits of Liability stated in Item 3. on the Declarations Page.

SECTION III -- TERRITORY

The insurance afforded by this policy applies to acts, errors, omissions or **Personal Injury** taking place anywhere in the world. However, **Claims** must be

made and maintained and **Suits**, if any, must be brought and maintained within the United States of America, its territories, possessions or Canada.

SECTION IV -- DUTIES, ASSISTANCE AND COOPERATION OF NAMED INSURED

A. Duties in the Event of an Act or Circumstance

If, during the **Policy Period** or applicable Extended Reporting Period, the **Named Insured** becomes aware of any act or circumstance, which took place during the **Policy Period**, that may reasonably be anticipated to give rise to a **Claim**, the **Named Insured** must notify the Company in writing as soon as practicable, but in no event after the end of the **Policy Period** or applicable Extended Reporting Period. Any **Claim** that subsequently arises out of such act or circumstance shall be considered to be a **Claim** made and reported during the **Policy Period** or Extended Reporting Period in which such written notice was received by the Company. Notice shall include all demand letters and the fullest information obtainable surrounding the act or circumstance.

B. Duties In the Event of a Claim

If, during the **Policy Period** or any applicable Extended Reporting Period, a **Claim** is brought against the **Named Insured** arising out of any act, error, omission or **personal Injury** to which this insurance applies:

1. the **Named Insured** must:
 - a. immediately record the specifics of the **Claim** and the date received;
 - b. provide the Company with written notice of the **Claim** as soon as practicable, but in no event after the end of the **Policy Period** or any applicable Extended Reporting Period;
 - c. immediately send the Company copies of any demand letters, pleadings, notices, summonses, or other legal papers received in connection with the

claim; and

2. the **Named Insured** must cooperate with the Company in the investigation, defense or settlement of the **Claim** including:
 - a. upon request, submit to examination and interrogation under oath by our representative;
 - b. attend hearings, depositions and trials as requested by the Company;
 - c. assist in securing and giving evidence and obtaining the attendance of witnesses; and
 - d. provide written statements to our representative and attend meetings with such representative for the purpose of investigation and/or defense, all without charge to the Company.

C. The **Named Insured** shall not, except at his or her own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent. The **Named Insured** may provide for **Alternative Dispute Resolution** with a client under an engagement letter or any other written contract as long as such agreement is executed in writing prior to any **Claim** or awareness of an act or circumstance that may reasonably be anticipated to give rise to a **Claim** by such client.

D. The **Named Insured** consents to the submission of special verdict forms or other written inquiries to the trier of fact for the purpose of determining the basis for the **Named Insured's** liability and any **Damages** awarded if **Suit** or any other proceeding is brought on the **Claim**.

SECTION V -- SUPPLEMENTARY PAYMENTS

A. The Company will pay, in addition to the applicable Limit of Liability:

1. Up to \$250 for loss of earnings to the **Named Insured** for each day or part of a day of such **Named Insured's** attendance at

the Company's request at a trial, hearing or arbitration proceeding involving a **Claim** against the **Named Insured** for covered **Damages** ; provided further that the maximum aggregate amount so payable for

any one or series of trials, hearings or arbitration proceedings shall in no event exceed \$5,000; and

2. Up to \$2,500 to the **Named Insured** for attorney fees, and other costs, expenses or fees resulting from the investigation or defense of a proceeding before a state licensing board, local real estate board or governmental regulatory body incurred as the result of a notice of a proceeding, excluding commission disputes, first received by the **Named Insured** and reported to the Company during the **Policy Period**, arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by the **Named Insured** covered under this policy; provided further that \$2,500 is the maximum aggregate amount payable to the **Named Insured** regardless of the number of proceedings.

- B. The Company will pay, as part of the applicable Limit of Liability:

Up to \$100,000 to the **Named Insured** for **Damages** and/or **Claims Expenses** as a result of all **Claims** reported to the Company during the **Policy Period** upon which **Suit** may be brought against the **Named Insured** for discrimination on the basis of age, sex, race, religion, marital status, national origin or sexual preference, including resulting **Personal Injury**.

This sub-limit shall be part of, and not in addition to the Limit of Liability stated on the Declarations Page.

The Company shall not be obligated to pay any **Claims Expenses** or **Damages**, or to defend any **Suit**, after the applicable \$100,000 sub-limit of the Company's liability has been exhausted.

SECTION VI -- EXCLUSIONS

The Company has no obligation under this policy to pay **Damages** or **Claims Expenses**, or to provide a defense, in connection with any **Claim**:

- A. based on or arising out of a dishonest, fraudulent, criminal or malicious act or omission, or intentional misrepresentation, (including, but not limited to, actual or alleged violations of state or federal anti-trust, price-fixing, restraint of trade or deceptive trade practice laws, rules or regulations) committed by, at the direction of, or with the knowledge of the **Named Insured**;
- B. based on or arising out of the insolvency or bankruptcy of the **Named Insured**;
- C. based on or arising out of any disputes involving the **Named Insured's** fees, commissions 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;
- D. based on or arising out of the rendering of or failure to render **Professional Services** by the **Named Insured** as employee, owner, partner, stockholder, director or officer of any sole proprietorship, partnership, **Limited Liability Partnership/Corporation**, corporation or other business enterprise not listed on the Declarations Page;
- E. based on or arising out of actual or alleged:
 1. **Bodily Injury**; or
 2. **Property Damage**.
- F. based on or arising out of any obligations for which the **Named Insured** or any insurer may be liable under any workers' compensation, unemployment compensation, disability, retirement plan, pension or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974 (commonly known as ERISA), or any of its amendments, or any other similar state or local law, or any non-qualified plan, while the **Named Insured** is acting as a fiduciary within the meaning of such laws;
- G. based on or arising out of any actual or alleged violation of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any state "blue sky" or securities law, or any similar state or federal statutes, including any **Claim** based upon common law principles of liability if made in connection with an actual or alleged violation of any such statute or regulation;
- H. based on or arising out of appraisal services or the representation of clients in any securities transaction (either registered or exempt) including but not limited to bond or other debt offerings, public stock offerings, property syndication or real estate investment trusts;

- I. based on or arising out of the sale or purchase of insurance, or the failure to effect or maintain adequate levels or types of insurance;
- J. based on or arising out of liability assumed by the **Named Insured** under any oral or written contract or agreement, including any warranty, except that this exclusion shall not apply to liability the **Named Insured** would have in the absence of such contract, agreement or warranty;
- K. based on or arising out of activities of the **Named Insured** as a mortgage banker, mortgage counselor, home inspector, mortgage broker, business broker, independent third party escrow agent, contractor, construction advisor, property developer, insurance agent, insurance broker, real estate agent, real estate broker, buyers broker, real estate consultant, real estate counselor or property manager;
- L. based on or arising out of the actual or attempted purchase of property by the **Named Insured**;
- M. based on or arising out of the actual or attempted appraisal of property by the **Named Insured** if at the time of the act, error, omission or **Personal Injury** giving rise to such claim:
 1. the **Named Insured** in any part owned such property;
 2. the **Named Insured** was the developer, builder, real estate broker or salesperson of such property;
 3. such appraisal services were in exchange for stock, partial ownership or investment in such property; or
 4. The **Named Insured** was employed or subcontracted by a real estate broker or salesperson who was a party to any transaction involving the appraised property;
- N. based on or arising out of actual or attempted purchase of property by, or appraisal of property developed, constructed or owned by:
 1. any entity in which the **Named Insured** has a financial interest;
 2. any entity which has a financial interest in the **Named Insured**; or
 3. any entity which is under the same financial control as the **Named Insured**, provided that such financial interest existed at the time of the act, error, omission or **Personal Injury** giving rise to the **Claim**;
- O. based on or arising out of infringement of any copyright, title, slogan, patent, trademark, trade name, trade dress, service mark or service name;
- P. based on or arising out of any guarantee or promise of future status, performance or valuation in the course of performing **Professional Services** by the **Named Insured**;
- Q. based on or arising out of the alleged notarized certification or acknowledgement by the **Named Insured** of a signature on any document that the **Named Insured** did not witness being placed on the document;
- R. based on or arising out of:
 1. the inspection, evaluation or testing of, or the failure to inspect, evaluate or test for, any items listed in 4. a. through d. below;
 2. The failure to discover or disclose any items listed in items 4. a. through d. below;
 3. The actual, alleged or threatened inhalation of, ingestion or, contact with, exposure to, existence of, or presence of, any of the listed items in 4. a. through d. below on or within a building or structure, including its contents; or
 4. The clean up, remediation, containment, removal or abatement of any items listed in a. through d. below:
 - a. any **Fungus(i), Mold(s)**, mildew or yeast;
 - b. any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew, or yeast;
 - c. any substance, vapor, gas or other emission of any organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew, or yeast; and
 - d. any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence.
- S. based upon or arising out of pollution or **Pollutants**, including:
 1. **Bodily Injury or Property Damage** which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration,

- release or escape of **Pollutants** at any time.
- 2. any loss, cost or expense arising out of any:
 - a. request, demand, order or statutory or regulatory requirement that the **Named Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
 - b. **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**;
- T. based on or arising out of the gaining in fact of any personal profit or advantage to which the **Named Insured** is not legally entitled, including misappropriation, conversion, embezzlement, commingling or defalcation of funds or other property;
- U. based on or arising out of **Bodily Injury, Personal Injury, or Property Damage** from the installation, removal, disposal, handling, use or existence of, exposure to, contact with, or the ingestion of lead paint or any other substance or matter containing lead paint or the residue of lead paint;
- V. based on or arising out of discrimination of any kind by the **Named Insured**, including but not limited to discrimination due to or on the basis of age, sex, race, color, religion, disability, marital status, pregnancy, national origin, HIV or AIDS status, sexual origin, sexual orientation, or sexual preference; provided, however, this exclusion does not apply to any coverage afforded by SECTION V. B – SUPPLEMENTARY PAYMENTS;
- W. based on or arising out of the **Named Insured's** unauthorized use of confidential, privileged or non-public material or information for any purpose whatsoever;
- X. based on or arising out of **Professional Services** rendered by any person or entity other than the **Named Insured**;
- Y. based on or arising out of **Professional Services** rendered by the **Named Insured** if such claim was based on or arising out of such **Named Insured's** supervision, subcontracting, assignment or referral of any portion of any contract, project or engagement.

SECTION VII -- DEFINITIONS

When used in this policy (including endorsements forming a part of the policy):

- A. **Alternative Dispute Resolution** means the use of mediation or non-binding arbitration proceedings in which the **Named Insured** participates with the consent of the Company.
- B. **Bodily Injury** means bodily harm, sickness, disease, emotional distress or death of any person.
- C. **Claim** means a demand for money, receipt of a request to provide a recorded statement, the filing of **Suit** or the institution of arbitration or mediation proceedings naming the **Named Insured**, claiming **Damages** and alleging an act, error, omission or **Personal Injury** resulting from the rendering of or failure to render **Professional Services**.
Claim does not include proceedings seeking injunctive or other non-pecuniary relief, or administrative proceedings before any national, state, regional or local board of real estate agents, or any committee or sub-committee, except as provided in SECTION V.B.
- D. **Claims Expenses** means:
 - 1. fees charged by an attorney(s) designated by the Company and all other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, if incurred by the Company, or by the **Named Insured** with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company, or fees and expenses of independent adjusters;
 - 2. all costs taxed against the **Named Insured** in such **Claim**, and all interest on the entire amount of any judgment which accrues after entry of the judgment and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgment which does not exceed the Company's Limit of Liability;
 - 3. prejudgment interest, which when payable under this policy, is made a part of and is subject to the separate Limit of Liability -

Each **Claim** applicable to **Claims Expenses**; or

4. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**, but not premiums for bond amounts in excess of the applicable Limit of Liability of this policy. Notwithstanding the foregoing, the Company shall have no obligation to pay for or furnish any bond.

E. **Damages** means compensatory judgments, settlements or awards, but does not include punitive or exemplary damages, fines or penalties, sanctions, the return of fees or other consideration paid to the **Named Insured**, or that portion of any award or judgment caused by the trebling or multiplication of actual damages under federal or state law. **Damages** also does not include **Claims Expenses**.

However, if a **Claim** is brought against the **Named Insured** with respect to alleged acts, errors or omissions falling within the scope of coverage afforded by this policy, and such **Claim** seeks both compensatory and punitive or exemplary **Damages**, then the Company will afford a defense to such action without liability for payment of such punitive or exemplary **Damages**.

F. **Fungus(i)** means any type or form of fungus, and including **Mold** or mildew and any mycotoxins, **Spores**, scents, byproducts produced or released by fungi, smuts, rust, or mushrooms.

G. **Limited Liability Partnership/Corporation** means a type of business organization, governed by State law, that protects a partner or member from personal liability for acts committed by other partners, members or employees not under his/her direct control.

H. **Mold(s)** means any superficial growth produced on damp or decaying organic matter or on living organisms, and **Fungi** that produce **Mold**.

I. **Named Insured** means the person named in Item 1. of the Declarations Page.

J. **Personal Injury** means:

1. false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; or
2. the publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

K. **Policy Period** means the period from the inception date of this policy to the policy expiration date as set forth on the Declarations Page, or its earlier termination date, if any.

L. **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.

M. **Professional Services** means services performed by the **Named Insured** in the **Named Insured's** capacity as an appraiser of real estate as long as the **Named Insured** is properly licensed or certified at the time of the act, error or omission giving rise to the **Claim** and as long as such service is rendered on or behalf of the customer or client in return for a fee, commission, or other compensation. It includes incidental services rendered by the **Named Insured** as a notary public, or as a member of a formal accreditation committee, standards review committee or similar board or committee. **Professional Services** does not include the supervision of, subcontracting to, assignment to or referral of any portion of any contract, project or engagement by the **Named Insured**.

N. **Property Damage** means physical injury to, destruction of or loss of use of tangible property.

O. **Spores** means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i)**, **Mold(s)**, mildew, plants or organisms or microorganisms.

P. **Suit** means a civil adjudicatory proceeding in a court of law.

SECTION VIII -- EXTENDED REPORTING PERIODS

A. Automatic Extended Reporting Period:

In case of cancellation or non-renewal of this policy by the **Named Insured** or the Company, for any reason except as noted in SECTION VIII(C), an automatic sixty (60) day extended reporting period, effective at the termination of the **Policy Period**, will be provided by the Company at no additional cost. This Automatic Extended Reporting Period shall extend the time in which the **Named Insured** can give written notice to the Company of **Claims** first made against the **Named Insured** during the **Policy Period** for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** taking place prior to the termination of the **Policy Period**, subject to its terms, limitations, exclusions and conditions.

B. Optional Extended Reporting Period

1. In the event that:
 - a. The **Named Insured** or the Company cancels or nonrenews this policy; or
 - b. The Company renews this policy with a Retroactive Date that is more recent in time than the Retroactive Date provided in this policy;

the **Named Insured** shall have the right to an extension of coverage, known as the Optional Extended Reporting Period, for the time periods and at the premiums set forth below, for **Claims** first made against the **Named Insured** and reported in writing to the Company during the Optional Extended Reporting Period for any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** occurring prior to the termination of the **Policy Period**, subject to its terms, limitations, exclusions and conditions.

Except as otherwise set forth in this section, all terms, conditions and exclusions of the policy shall apply to **Claims** first made and reported to the Company during the Optional Extended Reporting Period. The right to purchase the Optional Extended Reporting Period shall terminate unless written notice of the **Named Insured's** election together with the full premium is received by the Company or its authorized agent within sixty (60) days of the end or termination of the **Policy Period**. The Optional Extended Reporting Period may not be renewed upon its expiration.

2. The Optional Extended Reporting Period is available for the following time periods and

premiums:

- a. twelve (12) months for an additional 100% of the full annual premium;
- b. twenty-four (24) months for an additional 135% of the full annual premium; or
- c. thirty-six (36) months for an additional 150% of the full annual premium.

C. Death, Disability or Retirement Reporting Period

In the event the **Named Insured** dies or becomes permanently and totally disabled during the **Policy Period**, an Unlimited Extended Reporting Period will be granted at no additional premium, provided that:

1. within sixty (60) days of the death or permanent and total disability the **Named Insured's** estate requests the Unlimited Extended Reporting Period; and
2. the **Named Insured's** estate furnishes written evidence and proof of the date of the **Named Insured's** death, or
3. the **Named Insured** provides evidence and proof of the permanent and total disability including the date of the actual disability and written certification by the **Named Insured's** attending physician; and
4. the **Named Insured** agrees to submit to any medical examination(s) as requested by the Company, by any physician designated by the Company for the purpose of verifying such permanent and total disability.

If after reaching age 65, and having been continuously insured by the Company on a claims-made basis for a minimum of 5 years the **Named Insured** retires during the **Policy Period**, an Unlimited Extended Reporting Period will be granted at no additional premium provided that the **Named Insured** within sixty (60) days of the retirement requests the Unlimited Extended Reporting Period;

D. Applicability of Extended Reporting Periods

None of the Extended Reporting Periods shall apply if the policy is rescinded, cancelled or nonrenewed for any of the following reasons:

1. Flat cancellation by the Company effective at policy inception for non-payment of premium;
2. Cancellation by the Company effective mid-term for non-payment of any premium;
3. Failure to comply with policy provisions;
4. Non-payment of a deductible;
5. Failure to cooperate with the Company; or

6. Fraud, concealment or material misrepresentation of facts in any application for this policy or any renewal policy for this insurance.

E. Retiree Extended Reporting Period Option

The **Named Insured** shall, for an additional premium of 160% of the full annual premium for this policy, have the right to a Retiree Extended Reporting Period for an unlimited period following the effective date of cancellation or non-renewal. The Terms of this Retiree Extended Reporting Period shall be governed by SECTION VIII.B. This right shall terminate, however, unless written notice of election together with the additional premium is received by the Company or its authorized agent from the **Named Insured** within sixty (60) days after the effective date of cancellation or non-renewal.

F. Termination of Any Extended Reporting Period Option

Once in effect, the Optional Extended Reporting Period and Retiree Extended Reporting Period may not be canceled. At the commencement of any Extended Reporting Period, the entire premium shall be deemed earned and the Company shall not be liable to return to the **Named Insured** any portion of the premium for any Extended Reporting Period.

G. Miscellaneous

There are no separate or additional Limits of Liability for the Automatic Extended Reporting Period, the Optional Extended Reporting Period, the Death, Disability or Retirement Reporting Period or the Retiree Extended Reporting Period.

The Aggregate Limit of Liability available during the Automatic Extended Reporting Period, the Optional Extended Reporting Period or the Retiree Extended Reporting Period if purchased, shall be the remaining amount, if any, of the Aggregate Limit of Liability at the end of the **Policy Period**. The Aggregate Limit of Liability available during the Disability or Retirement Reporting Period shall be the remaining amount, if any, of the Aggregate Limit of Liability at the end of the **Policy Period**. Furthermore, the Automatic Extended Reporting Period does not extend the time in which to exercise the right to purchase the Optional Extended Reporting Period or the Retiree Extended Reporting Period. The first sixty (60) days of the Optional Extended Reporting Period or the Retiree Extended Reporting Period if purchased, shall run concurrently with the Automatic Extended Reporting Period. The Deductible Amount shown in Item 6. on the Declarations Page shall apply to any Extended Reporting Period provided by this policy.

SECTION IX -- GENERAL CONDITIONS

A. Premium:

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. The **Named Insured** shall maintain records of the information necessary for premium computation and shall send copies of such records to the Company at such times as the Company may direct.

B. Assignment:

This policy may not be assigned without first obtaining the written consent of the Company. The **Named Insured's** rights under this policy are not assignable. If the **Named Insured** shall die or be adjudged incompetent, this insurance shall terminate for such person, but shall cover the **Named Insured's** legal representative with respect to liability previously incurred and covered by this insurance.

C. Legal Action Against The Company:

No action shall lie against the Company unless there shall have been full compliance with all of the terms of this policy, nor until the amount of the **Named Insured's** obligation to pay shall have been finally determined, either by judgment against the **Named Insured** or by written settlement agreement between the **Named Insured** and the claimant, entered into with the written consent of the Company.

Any person or organization or the legal representative thereof who has secured a judgment or written settlement agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. A written settlement agreement means a settlement and release of liability signed by the **Named Insured** and the claimant with the written consent of the Company. No person or

organization shall have any right under this policy to join the Company as a party to any action against the **Named Insured** to determine the **Named Insured's** liability, nor shall the Company be impleaded by the **Named Insured** or his legal representative.

The Company will not be liable for **Damages** that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability.

D. Conformity to Statute:

In the event that any terms, conditions or exclusions of this policy conflict with any law applicable to the coverage afforded hereunder, the terms of this contract shall, by this statement, be amended to conform to such law or laws.

E. Other Insurance And Method Of Sharing

If other valid and collectable insurance is available to the **Named Insured** for a **Claim** covered under this policy, the Company's obligations are limited as follows:

1. if all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first;
2. if any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

F. Subrogation:

To the extent of any payment under this policy, the Company shall be subrogated to all the **Named Insured's** rights of recovery against any person, organization or entity, and the **Named Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Named Insured** shall do nothing after any loss to prejudice such rights.

G. Cancellation:

This policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating

when thereafter the cancellation shall be effective.

The policy may be canceled by the Company by mailing to the **Named Insured** at the address shown on the Declarations Page written notice stating when not less than 60 days thereafter, or 10 days in the case of nonpayment of premium, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice either by the **Named Insured** or by the Company shall be equivalent to mailing.

If the Company cancels, the earned premium shall be the pro rated amount of the annual premium. If the **Named Insured** cancels, the premium will be cancelled short rate where allowable by law. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed to the **Named Insured** shall be sufficient tender of any refund or premium due to the **Named Insured**, provided that if at the time of cancellation the Aggregate Limit of Liability has been exhausted, the entire premium shall be considered earned.

H. Nonrenewal:

The Company may nonrenew this policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations Page written notice of nonrenewal at least 60 days before the expiration date of this policy. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

I. Changes:

The terms of this policy shall not be waived or changed except by endorsement issued to form a part of this policy.

J. Bankruptcy or Insolvency of Named Insured:

Bankruptcy or insolvency of the **Named Insured** or of the **Named Insured's** estate shall not relieve the Company of any of its obligations under this policy.

K. Application Representations:

By acceptance of this policy, the **Named Insured** agrees that the statements in the application are the **Named Insured's** agreements and representations, that they shall be deemed material, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the Company.

L. Reimbursement:

While the Company has no duty to do so, if the Company pays **Damages** or **Claims 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 reimbursement,

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

M. Liberalization:

If the Company adopts, during the **Policy Period**, any revision that without additional premium would broaden coverage under this policy, the broadened coverage will apply to this policy effective when the provision has been approved by the appropriate regulatory authority but such provision shall only apply to **Claims** first made after the date such approval is received by the Company.

N. Examination of Your Books and Records:

The Company may examine and audit your books and records as they related to this policy at any time during the **Policy Period** and up to three (3) years afterward.

O. Demise of Named Insured

This coverage shall terminate at the earlier of policy termination or thirty (30) days from the date of the demise of the **Named Insured** unless written notice is given to the Company, together with such information as the Company may request.

IN WITNESS WHEREOF the **GENERAL STAR NATIONAL INSURANCE COMPANY** has caused this Policy to be signed by its President and Secretary at Stamford, Connecticut, but the same shall not be binding upon the Company unless countersigned on the Declarations Page by an authorized representative of the Company.

GENERAL STAR NATIONAL INSURANCE COMPANY

Secretary

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY

The following entity(ies) is/are included as an Additional Insured, but only with respect to **Claims** arising out of any act, error, omission or **Personal Injury** in the rendering of or failure to render **Professional Services** by the **Named Insured** and subject to all of the other terms and conditions of the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY

The policy of which this endorsement is made a part is hereby cancelled in accordance with the terms and conditions of the policy effective _____.

Total Return Premium: \$ _____

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

**EXTENDED REPORTING PERIOD ENDORSEMENT
LIMITED PERIOD**

This endorsement modifies insurance provided under your

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY

<u>Reporting Period</u>		<u>Premium</u>
From:	To:	\$

For an additional premium of \$_____, an Optional Extended Reporting Period is provided for an additional _____ months, in accordance with the provisions stated in Section VIII - Extended Reporting Periods.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

**EXTENDED REPORTING PERIOD ENDORSEMENT
UNLIMITED PERIOD**

This endorsement modifies insurance provided under your

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY

<u>Reporting Period</u>		<u>Premium</u>
From:	To: Unlimited	\$

The Unlimited Extended Reporting Period is granted in accordance with the provisions stated in Section VIII.C. - **Death, Disability or Retirement Reporting Period** or Section VIII.E.- **Retiree Extended Reporting Period Option**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY

Section VI - EXCLUSIONS is amended by the addition of the following exclusion:

- Z. based on or arising out of an **act of terrorism**. With respect to an **act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:
- a. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property shall be included. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 - b. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - 1. Physical injury that involves a substantial risk of death; or
 - 2. Protracted and obvious physical disfigurement; or
 - 3. Protracted loss of or impairment of the function of a bodily member or organ; or
 - c. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - d. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs a. and b. above describe the thresholds used to measure the magnitude of an **act of terrorism** incident and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

GSN-07-AP-375 (10/2007)

Page 1 of 2

The following definition is added for the purposes of this endorsement:

Act of terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Multiple incidents of an **act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

In the event of any **act of terrorism** that is not subject to this exclusion, the Company has no obligation under this policy to pay **Damages** or **Claim Expenses**, or to provide a defense, in connection with any **Claim** that is otherwise excluded under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

GSN-07-AP-375 (10/2007)

Page 2 of 2

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GENERAL STAR NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____

issued to _____ by GENERAL STAR NATIONAL INSURANCE COMPANY.

POLICY NUMBER CHANGE ENDORSEMENT

This endorsement modifies insurance provided under your

REAL ESTATE APPRAISERS ERRORS AND OMISSIONS INSURANCE POLICY

Your policy number has changed to _____ effective as of the inception date of your policy.

Please refer to this corrected policy number in all future communications.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

GENERAL CHANGES ENDORSEMENT

This policy is amended where indicated by an below.

<input type="checkbox"/> Name of Insured:	The Named Insured is amended as follows:
<input type="checkbox"/> Additional Insured:	The inclusion of these additional insureds shall not operate to increase the limits of insurance afforded by this policy. An additional insured is added per the attached form _____. The following additional insured is deleted :
<input type="checkbox"/> Status of Insured:	The Status of Insured is amended as follows:
<input type="checkbox"/> Street Address:	The street address is amended to read as follows:
<input type="checkbox"/> Effective Date:	The policy effective date is amended to read _____.
<input type="checkbox"/> Expiration Date:	The policy expiration date is amended to read _____.
<input type="checkbox"/> Limit of Liability:	The limits of liability shown on the Declarations are amended or revised as follows: Each Claim: \$ _____ Aggregate: \$ _____ Other: \$ _____ (describe: _____) The amendment or revision of the limits of liability replace and are not in addition to the limits of insurance afforded by this policy.

<input type="checkbox"/> Deductible:	The deductible is amended to read _____. <input type="checkbox"/> The deductible amount specified above applies only to Damages. <input type="checkbox"/> The deductible amount specified above applies to Damages and Claims Expenses.
<input type="checkbox"/> Retroactive Date / Prior Acts Date:	The Retroactive Date or Prior Acts Date shown on the Declarations is amended to read _____.
<input type="checkbox"/> Forms:	The following form(s) are added to the policy: The following form(s) are deleted from the policy:
<input type="checkbox"/> Locations:	The following location(s) are added to the policy: The following location(s) are deleted from the policy:
<input type="checkbox"/> Premium:	The premium shown on _____ (form number/declarations page/other) is amended as follows:
Details Section: (This section describes changes that are applicable to the selections above)	

Total Additional Premium: \$ _____

Total Return Premium: \$ _____

\$ _____

PRODUCER CODE: _____

PRODUCER NAME: _____

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



This application is for an individual who only does 100% Real Estate Appraisal work.
NOTE: Coverage only applies to services rendered by the applicant.
Coverage for the supervision or approval of work done by others is not provided.
If you are involved in other areas of Real Estate contact The Herbert H. Landy Insurance Agency @ 1-800-336-5422

Name _____ Address _____ City _____ ST ____ Zip _____ E-Mail Address _____ <input type="checkbox"/> In lieu of mailing my policy, you may E-mail my policy to the above address. I agree to accept an electronic copy of my application with my policy.	Tel: _____ Fax: _____ Name of Firm: _____ <input type="checkbox"/> New Business Desired Effective Date _____
---	--

For you to be eligible for this program, the responses to questions 1- 4 below must all be "TRUE".

1. The appraiser holds a valid state license or certification in each state in which he provides appraisal services. If you are a Trainee, you have passed the initial exam (if required) or any other state requirements.	<input type="checkbox"/> True <input type="checkbox"/> False
2. The applicant does not appraise any real estate in which he/she has an ownership interest.	<input type="checkbox"/> True <input type="checkbox"/> False
3. The applicant has not been disciplined or investigated by any state licensing, administrative or regulatory board as a result of appraisal activities within the past 5 years.	<input type="checkbox"/> True <input type="checkbox"/> False
4. There have been no claims reported and/or pending circumstances which could result in a claim made against the applicant within the past 5 years.	<input type="checkbox"/> True <input type="checkbox"/> False

To be eligible for the Residential Premiums shown below, the responses to questions 5-7 must be "TRUE".
All others use the Commercial Premium schedule shown below.

5. In the last fiscal year, 80% or more of my revenues have been derived from residential appraisals.	<input type="checkbox"/> True <input type="checkbox"/> False
6. Within the last fiscal year, I have not appraised any properties valued at greater than \$3,000,000.	<input type="checkbox"/> True <input type="checkbox"/> False
7. Within the last three (3) years my average revenues for appraisal services have not exceeded \$170,000.	<input type="checkbox"/> True <input type="checkbox"/> False

Note: Many Lenders/Financial Institutions have minimum limit requirements of \$500,000/\$1,000,000 for Appraisers who do work for them.

Per Claim/ Annual Aggregate	RESIDENTIAL	COMMERCIAL
\$300,000 / \$600,000	\$455.00	\$537.00
\$500,000 / \$1,000,000	\$520.00	\$613.00
\$1,000,000 / \$2,000,000	\$590.00	\$694.00

A standard deductible of \$500.00 per claim / \$1,000.00 aggregate will be included in each policy

Premium Calculation **Step 1:** Enter the premium YOU selected from above: \$ _____ Premium Above

Step 2: See below if applicant is from West Virginia or Florida

West Virginia Residents:	The State of West Virginia assesses a tax of 0.55% on insurance. Multiply the premium you selected in Step 1 above by 1.0055 <i>and round to the nearest dollar.</i>	\$ _____ West Virginia Premium Due
Florida Residents:	Florida Hurricane Catastrophe Fund. Companies writing property and casualty insurance business in the state of Florida are required to collect a Florida Hurricane Catastrophe Fund surcharge. A 1% surcharge must be collected for the Florida Hurricane Catastrophe Fund in addition to the premium above. Multiply the premium you selected in Step 1 above by 1.01 <i>and round to the nearest dollar.</i>	\$ _____ Florida Premium Due

If you have a policy in force you need prior acts coverage. Attach a copy of your current policy declaration page showing the prior acts date.

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

NOTICE (For all states except Florida): By applying for this insurance, the applicant also is applying for membership in The Realtors Insurance Purchasing Group Association, a purchasing group formed and operating pursuant to the Federal Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). This purchasing group was formed for the sole purpose of providing errors and omissions liability insurance to real estate professionals. The sole purpose of becoming a member is to purchase professional liability insurance.

FRAUD WARNING:

Notice to Applicants of all states except Colorado, New York, and Pennsylvania:

Any person who knowingly, and with the intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any material false information or conceals for the purposes of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties and denial of insurance benefits.

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

I understand that the final premium will be rounded to the next dollar. I declare that the information submitted herein is true to the best of my knowledge and becomes a part of my Professional Liability application.

Signature _____ Date ____/____/_____
Must be signed by the applicant

Please Select a Premium Payment Option and Remit with your Application

Option 1:

Mail your application and check for the selected annual premium (including all applicable state taxes and surcharges) payable to the **Herbert H. Landy Insurance Agency Inc., 75 Second Ave. Suite 410, Needham, MA 02494.**

Option 2:

Fax your payment: If you select this option you must add a **\$15.00 convenience fee**.

Fax your payment for the selected annual premium (including all applicable state taxes and surcharges) + \$15.00 convenience fee payable to the **Herbert H. Landy Insurance Agency Inc.** (see instructions below)

Please note: Option #2 is not available if you are using a "starter check" from your bank or convenience checks: i.e.: checks from credit card companies, home equity or money market accounts or from a credit union. Please use option #1.

Here is how to fax in your payment:

1. Complete your check for the selected annual premium (including all applicable state taxes and surcharges) plus the \$15.00 convenience fee payable to the **Herbert H. Landy Insurance Agency Inc.**
2. Sign the authorization below.
3. Attach to this form with your completed application.
4. Retain a clear photocopy for your records.

This check authorizes you to charge our bank account as per the attached check below

Signature _____ Date ____/____/_____
Must be signed by the applicant

**Fax your completed application with your check to:
The Herbert H. Landy Insurance Agency Inc. 1-800-344-5422**

Attach Your Check Here (Signature Above Must Be Visible)

KEEP THE ORIGINAL CHECK FOR YOUR RECORDS. We input the information from your faxed check to create a duplicate pre-authorized bank draft with the same check number and same amount as the one you faxed. After it's deposited you will receive it back from your bank along with your other cancelled checks.



Founded in 1949 the Herbert H. Landy Insurance Agency has specialized in providing professional liability insurance since 1962, insuring thousands of professionals throughout the United States. We are committed to "earning the privilege" of being your chosen source for this valuable insurance.

Visit our website www.landy.com

or call us toll-free at 800-336-5422, Fax 800-344-5422.

75 Second Ave. Suite 410, Needham, MA 02494



GENERAL STAR NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____ by GENERAL STAR NATIONAL INSURANCE COMPANY.

ARKANSAS AMENDATORY ENDORSEMENT

SECTION V -- SUPPLEMENTARY PAYMENTS, CLAUSE B., is deleted in its entirety, and is replaced by the following:

B. The Company will pay, as part of the applicable Limit of Liability:

A maximum of \$100,000 for all **Damages** based on or arising out of **Claims** covered under the policy and reported to the Company during the **Policy Period** for discrimination on the basis of age, sex, race, religion, marital status, national origin or sexual preference, including resulting **Personal Injury**.

There shall be a separate maximum of \$100,000 applicable to **Claims Expenses** based on or arising out of **Claims** covered under the policy and reported to the Company during the **Policy Period** for discrimination on the basis of age, sex, race, religion, marital status, national origin or sexual preference, including resulting **Personal Injury**.

Each sub-limit shall be part of, and not in addition to the Limit of Liability stated on the Declarations Page. The Company shall not be obligated to pay any **Claims Expenses** or **Damages**, or to defend any **Suit**, after the applicable \$100,000 sub-limit for **Claims Expenses** or **Damages** has been exhausted.

The following section is added to the end of SECTION VII – DEFINITIONS, CLAUSE E:

“Punitive damages” are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

SECTION VIII – EXTENDED REPORTING PERIODS, CLAUSE D., APPLICABILITY OF EXTENDED REPORTING PERIODS, is deleted in its entirety, and is replaced by the following:

D. Applicability of Extended Reporting Periods

None of the Extended Reporting Periods shall apply if the policy is rescinded, cancelled or nonrenewed for any of the following reasons:

1. Flat cancellation by the Company effective at policy inception for non-payment of premium; or
2. Fraud, concealment or material misrepresentation of facts in any application for this policy or any renewal policy for this insurance.

SECTION VIII – EXTENDED REPORTING PERIODS, CLAUSE G., MISCELLANEOUS, is deleted in its entirety, and is replaced by the following:

G. Miscellaneous

The Aggregate Limit of Liability available during the Automatic Extended Reporting Period, the Optional Extended Reporting Period or the Retiree Extended Reporting Period if purchased, shall be the remaining amount, if any, of the Aggregate Limit of Liability at the end of the **Policy Period**; provided, however, that the Aggregate Limit of Liability for the Optional Extended Reporting Period shall be no less than fifty percent (50%) of the Aggregate Limit of Liability at policy inception as shown on the Declarations Page. The Aggregate Limit of Liability available during the Disability or Retirement Reporting Period shall be the remaining amount, if any, of the Aggregate Limit of Liability at the end of the **Policy Period**. Furthermore, the Automatic Extended Reporting Period does not extend the time in which to exercise the right to purchase the Optional Extended Reporting Period or the Retiree Extended Reporting Period. The first sixty (60) days of the Optional Extended Reporting Period or the Retiree Extended Reporting Period if purchased, shall run concurrently with the Automatic Extended Reporting Period. The Deductible Amount shown in Item 6. on the Declarations Page shall apply to any Extended Reporting Period provided by this policy.

SECTION IX – GENERAL CONDITIONS, CLAUSE G., CANCELLATION, is deleted in its entirety, and is replaced by the following:

G. CANCELLATION

1. This policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. The Company must receive the policy or written notice before the cancellation date. The time of the surrender, or 12:01am at the address shown on the Declarations Page on the effective date of cancellation stated in the notice, shall become the end of the **Policy Period**.
2. The policy may be canceled by the Company by mailing or delivering to the **Named Insured** at the address shown on the Declarations Page written notice stating when, not less than ten (10) days thereafter for nonpayment of premium or twenty (20) days thereafter for any other reason, such cancellation shall be effective. The effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing.
3. After coverage has been in effect for more than sixty (60) days, this policy may be canceled by the Company only for one or more of the following reasons:
 - a. Nonpayment of premium; or
 - b. Fraud or material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining the policy, continuing the policy, or in presenting a claim under the policy; or
 - c. The occurrence of a material change in the risk that substantially increases any hazard insured against after policy issuance; or
 - d. Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any property or the occupancy of any property that substantially increases any hazard insured against under the policy; or
 - e. A material violation of a material provision of the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

4. If the Company cancels, the earned premium shall be the pro rated amount of the annual premium. If the **Named Insured** cancels, the refund, if any, shall be 90% of pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered to the **Named Insured** shall be sufficient tender of any refund or premium due to the **Named Insured**, provided that if at the time of cancellation the Aggregate Limit of Liability has been exhausted, the entire premium shall be considered earned. The cancellation will be effective even if the Company has not made or offered a refund.
5. If this policy is cancelled or nonrenewed by the Company, the notice of such termination shall advise the **Named Insured** and the **Named Insured's** agent of the availability of and premium for the Optional Extended Reporting Period and that it is important to consider purchasing such coverage.
6. Within thirty (30) days of the **Named Insured's** request, or within fifteen (15) days after notice of cancellation or nonrenewal is issued by the Company, the Company shall provide loss information to the **Named Insured**, including description of closed claims and total amount of any payments, description of open claims and total amount of any payments and estimate of any defense costs reserves, and description of any notices of acts or circumstances which took place during the **Policy Period** that may reasonably be anticipated to give rise to a **Claim**.

SECTION IX – GENERAL CONDITIONS, CLAUSE H., NONRENEWAL, is deleted in its entirety, and is replaced by the following:

H. **NONRENEWAL**

The Company may nonrenew this policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations Page written notice of nonrenewal at least sixty (60) days before the expiration date of this policy. In the case of nonpayment of premium, this policy will not be renewed regardless of whether the aforesaid notice is provided. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

The following section is added to SECTION IX – GENERAL CONDITIONS:

P. **RENEWAL WITH 25% OR MORE PREMIUM INCREASE**

If the Company intends to renew this policy but increase premium by an amount equal to or greater than twenty-five percent (25%) on the renewal for a term of twelve (12) months or less, the Company shall mail or deliver to the **Named Insured's** agent at the last address known to the Company at least thirty (30) days before the expiration date of this policy, and to the **Named Insured** at the address stated in the Declarations Page at least ten (10) days before the expiration date of this policy, written notice specifically stating the Company's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

GENERAL STAR NATIONAL INSURANCE COMPANY

Arkansas Notice of Toll-Free Telephone Numbers and Procedures for Obtaining Information

IMPORTANT NOTICE

To obtain information:

You may call GENERAL STAR NATIONAL INSURANCE COMPANY's toll-free telephone number for information:

1-800-431-9994

You may also write to:

GENERAL STAR NATIONAL INSURANCE COMPANY
FINANCIAL CENTRE, P.O. BOX 10360
STAMFORD, CONNECTICUT 06904-2360

You may contact the Arkansas Insurance Department to obtain information on companies, coverages, rights or complaints at:

1-501-371-1600 or 1-501-371-2820 (Legal Division)

You may write the Arkansas Insurance Department:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or GENERAL STAR NATIONAL INSURANCE COMPANY first. If the dispute is not resolved, you may contact the Arkansas Insurance Department.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the policy.

SERFF Tracking Number: PRFL-125459677 *State:* Arkansas
Filing Company: General Star National Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 07-103-3-2 F
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1019 Professional Errors & Omissions
Liability

Product Name: Real Estate Appraisers E&O
Project Name/Number: General Star Real Estate Appraisers/07-103-3-2 F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRFL-125459677 State: Arkansas
 Filing Company: General Star National Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 07-103-3-2 F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Real Estate Appraisers E&O
 Project Name/Number: General Star Real Estate Appraisers/07-103-3-2 F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/14/2008

Comments:

NAIC transmittals attached.

Attachments:

NAIC_TD1_2007_Forms_AR.pdf
 NAIC_PC_FFS1_2007_AR.pdf
 NAIC_PC_FFS2_2007_AR.pdf

Satisfied -Name: Filing memo and forms Index **Review Status:** Approved 02/14/2008

Comments:

Filing memo and forms index attached.

Attachments:

Explanatory Memorandum - AppraisersForms011608.pdf
 AR Real Estate Appraisers Forms Index 02-2008.pdf

Satisfied -Name: Filing authorization **Review Status:** Approved 02/14/2008

Comments:

Filing authorization for ProFilers, LLC attached.

Attachment:

Filing Authorization Letter 1 08 08.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Berkshire Hathaway	0031

4. Company Name(s)	Domicile	NAIC #	FEIN #
General Star National Insurance Company	Ohio	11967	13-1958482

5. Company Tracking Number	07-103-3-2 F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Carol Selleck 7133 W. Honeysuckle Drive Peoria, AZ 85383	President, ProFilers	623/376-2462	623/376-2510	cselleck@cox.net
7. Signature of authorized filer				
8. Please print name of authorized filer		Carol Selleck		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Other Liability - Claims Made 17.1000
10. Sub-Type of Insurance (Sub-TOI)	Professional Errors and Omissions 17.1019
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Real Estate Appraisers E&O Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal[<input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 02/15/2008 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	January 28, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	07-103-3-2 F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Filing of forms for a new, simplified Real Estate Appraisers E&O Program for members of the Realtors Insurance Purchasing Group Association. There are no rules associated with this program due to the simplicity of the underwriting process. Only three limits are available and one standard deductible. Eligibility is determined through affirmative responses to certain questions on the application. If the prospective insured is eligible for coverage they select the limits on the application.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: EFT
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-103-3-2 F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-103-3-2 R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
1	Real Estate Appraisers Dec Page	GSN-07-AP-720 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2	Real Estate Appraisers E&O Policy	GSN-07-AP-122 (07/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3	Additional Insured Endorsement	GSN-07-AP-201 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4	Cancellation Endorsement	GSN-07-AP-216 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5	Optional ERP Endorsement	GSN-07-AP-234 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6	ERP Unlimited Endorsement	GSN-07-AP-235 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7	Terrorism Exclusion	GSN-07-AP-375 (10/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8	Policy Number Change Endorsement	GSN-07-AP-901 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9	General Change Endorsement	GSN-07-AP-622 (06/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Application	GSN-07-AP-603 (12/2007)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-103-3-2 F
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-103-3-2 R
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
11	Arkansas Amendatory Endorsement	GSN-07-AP-802AR (01/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Arkansas Consumer Notice	GSN-07-AP-Consumer Notice AR (01/2008)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



**GENERAL STAR NATIONAL INSURANCE COMPANY
EXPLANATORY MEMORANDUM**

**REALTORS INSURANCE PURCHASING GROUP ASSOCIATION
REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE**

Filing Designation: 07-103-3-2 F

General Star National Insurance Company has been insuring members of the Realtors Insurance Purchasing Group Association since 2003. When the Real Estate Program was developed, the primary focus was on Real Estate Agents although Real Estate Appraisers could also be insured under that program.

After gaining more experience with this program, General Star National has determined that a separate and more cost effective approach could be employed if the Real Estate Appraisers were handled as a separate program. First of all, individuals who engage in real estate appraisal work 100% of the time do not have the same exposures as real estate agents. Secondly, the underwriting process is streamlined for Real Estate Appraisers and is administered quite simply through an electronic application process. For instance, the intent under this program is to insure individuals who are involved solely in real estate appraisals. To determine the eligibility the applicant simply has to respond in the affirmative to certain questions on the application. Thirdly, there are only three policy limits available and one standard deductible and the insured can select the limits they want by indicating such on the application. This eliminates the need for any rating system, avoids calculation errors and cuts down on acquisition expense which is one main reason/advantage for the formation of a Risk Purchasing Group. Many other variables in the rating scheme are applicable to Real Estate Agents which do not apply to Real Estate Appraisers which is another reason why General Star National believes the Agents and Appraisers should be handled as two separate programs.

FORMS

The application being submitted for this program attaches to and becomes part of the policy. It is specific to individual Real Estate Appraisers engaged in appraisal work 100% of the time. The policy form varies from the one currently contained in the Real Estate Program to the extent that typographical errors have been corrected, ambiguous wording has been rectified and intent clarified. Exclusionary wording has been added to indicate that coverage is not available for activities prohibited by appraiser's licensing laws. There is no impact or direct effect on the coverage being offered. The company continues to insure Real Estate Appraisers on a claims-made basis with a separate limit for defense costs. The purpose for the formation of a Risk Purchasing Group is cost-containment. The company and the RPG are in agreement that a separate limit for defense costs is the most cost-effective approach for Real Estate Appraisers Errors and Omissions Coverage.

Please note that upon approval of this filing, qualified individuals who work as Real Estate Appraisers 100% of the time will no longer be insured under the original Real Estate program. At such time as the company completes its review of the Real Estate Agents book of business amendments to that program will be filed and references to Real Estate Appraisers will be deleted as appropriate.

We request an effective date of February 1, 2008.



GENERAL STAR NATIONAL INSURANCE COMPANY

ADMINISTERED BY: HERBERT H LANDY INSURANCE AGENCY, INC.

REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY

REALTORS INSURANCE PURCHASING GROUP ASSOCIATION

ARKANSAS FORMS INDEX

Form Number (Ed. Date)	Title	Description / Use	Mandatory (M) Optional (O)	Broadens (B) Restricts (R) Clarifies (C)
DECLARATIONS PAGE				
GSN-07-AP-720 (06/2007)	Countrywide Declarations Page	Declarations page summarizing coverage, limits and premium	M	C
POLICIES				
GSN-07-AP-122 (07/2007)	Real Estate Appraisers Errors & Omissions Insurance Policy	Policy	M	C
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GSN-07-AP-375 (10/2007)	Terrorism Exclusion	Restrictive limitation on terrorism coverage	M	R
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GSN-07-AP-622 (02/2008))	General Changes Endorsement	Used to make mid-term policy changes such as insured address, limits, etc.	O	B/R/C

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STATE SPECIFIC ENDORSEMENTS				
GSN-07-AP-802AR (02/2008)	Arkansas Amendatory Endorsement	State specific requirements	M	C
GSN-07-AP-Consumer Notice AR (01/2008)	Arkansas Notice of Toll-Free Telephone Numbers and Procedures for Obtaining Information	State specific requirements	M	C
APPLICATIONS				
GSN 07-AP-603 (12/2007)	Application	Application	M	C



General Star Management Company
Financial Centre
695 East Main Street D-4
Stamford, CT 06901
direct phone 203 328 6079
fax 203 328 6150
email patricia.villegas@generalstar.com

January 8, 2008

Commissioner of Insurance
State Insurance Department
USA

RE: ProFilers, LLC – Filing Authorization
General Star National Insurance Company
NAIC#: 0031-11967 FEIN#: 13-1958482

Honorable Commissioner:

This will certify that ProFilers, LLC has been given complete authority to submit and respond to any issues regarding the enclosed filing on behalf of General Star National Insurance Company. This authorization is deemed to be in effect until rescinded in writing. If you have any questions regarding the authorization, you may reach me at (203) 328-6079 or via e-mail at: patricia.villegas@generalstar.com.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Villegas".

Patricia Villegas
Regulatory Filing Specialist

SERFF Tracking Number: PRFL-125459677 State: Arkansas
 Filing Company: General Star National Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 07-103-3-2 F
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
 Product Name: Real Estate Appraisers E&O
 Project Name/Number: General Star Real Estate Appraisers/07-103-3-2 F

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	General Change Endorsement	01/28/2008	GSN-07-AP-622 (06-2007) - General Change Endorsement.pdf
No original date	Form	Arkansas Amendatory Endorsement	01/28/2008	GSN-07-AP-802AR (01-2008).pdf
No original date	Supporting Document	Filing memo and forms Index	01/28/2008	Explanatory Memorandum - AppraisersForms 011608.pdf AR Real Estate Appraisers Forms Index 01-2008.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____.

GENERAL CHANGES ENDORSEMENT

This policy is amended where indicated by an below.

<input type="checkbox"/> Name of Insured:	The Named Insured is amended as follows:
<input type="checkbox"/> Additional Insured:	The inclusion of these additional insureds shall not operate to increase the limits of insurance afforded by this policy. An additional insured is added per the attached form _____. The following additional insured is deleted :
<input type="checkbox"/> Status of Insured:	The Status of Insured is amended as follows:
<input type="checkbox"/> Street Address:	The street address is amended to read as follows:
<input type="checkbox"/> Effective Date:	The policy effective date is amended to read _____.
<input type="checkbox"/> Expiration Date:	The policy expiration date is amended to read _____.
<input type="checkbox"/> Limit of Liability:	The limits of liability shown on the Declarations are amended or revised as follows: Each Claim: \$ _____ Aggregate: \$ _____ Other: \$ _____ (describe: _____) The amendment or revision of the limits of liability replace and are not in addition to the limits of insurance afforded by this policy.
<input type="checkbox"/> Claim Expenses:	<input type="checkbox"/> a. Are included within the limits of liability. <input type="checkbox"/> b. Have a separate limit of liability. The revision of claims expenses on the limit of liability replace any earlier statement of coverage.

<input type="checkbox"/> Deductible:	The deductible is amended to read _____. <input type="checkbox"/> The deductible amount specified above applies only to Damages. <input type="checkbox"/> The deductible amount specified above applies to Damages and Claims Expenses.
<input type="checkbox"/> Retroactive Date / Prior Acts Date:	The Retroactive Date or Prior Acts Date shown on the Declarations is amended to read _____.
<input type="checkbox"/> Forms:	The following form(s) are added to the policy: The following form(s) are deleted from the policy:
<input type="checkbox"/> Locations:	The following location(s) are added to the policy: The following location(s) are deleted from the policy:
<input type="checkbox"/> Premium:	The premium shown on _____ (form number/declarations page/other) is amended as follows:
Details Section: (This section describes changes that are applicable to the selections above)	

Total Additional Premium: \$ _____

Total Return Premium: \$ _____

\$ _____

PRODUCER CODE: _____

PRODUCER NAME: _____

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

GENERAL STAR NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement # _____, effective _____ forms a part of Policy # _____
issued to _____ by GENERAL STAR NATIONAL INSURANCE COMPANY.

ARKANSAS AMENDATORY ENDORSEMENT

The following section is added to the end of SECTION VII – DEFINITIONS, CLAUSE E:

“Punitive damages” are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

SECTION VIII – EXTENDED REPORTING PERIODS, CLAUSE G., MISCELLANEOUS, is deleted in its entirety, and is replaced by the following:

G. Miscellaneous

The Aggregate Limit of Liability available during the Automatic Extended Reporting Period, the Optional Extended Reporting Period or the Retiree Extended Reporting Period if purchased, shall be the remaining amount, if any, of the Aggregate Limit of Liability at the end of the **Policy Period**; provided, however, that the Aggregate Limit of Liability for the Optional Extended Reporting Period shall be no less than fifty percent (50%) of the Aggregate Limit of Liability at policy inception as shown on the Declarations Page. The Aggregate Limit of Liability available during the Disability or Retirement Reporting Period shall be the remaining amount, if any, of the Aggregate Limit of Liability at the end of the **Policy Period**. Furthermore, the Automatic Extended Reporting Period does not extend the time in which to exercise the right to purchase the Optional Extended Reporting Period or the Retiree Extended Reporting Period. The first sixty (60) days of the Optional Extended Reporting Period or the Retiree Extended Reporting Period if purchased, shall run concurrently with the Automatic Extended Reporting Period. The Deductible Amount shown in Item 6. on the Declarations Page shall apply to any Extended Reporting Period provided by this policy.

SECTION IX – GENERAL CONDITIONS, CLAUSE G., CANCELLATION, is deleted in its entirety, and is replaced by the following:

G. CANCELLATION

1. This policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. The Company must receive the policy or written notice before the cancellation date. The time of the surrender, or 12:01am at the address shown on the Declarations Page on the effective date of cancellation stated in the notice, shall become the end of the **Policy Period**.
2. The policy may be canceled by the Company by mailing or delivering to the **Named Insured** at the address shown on the Declarations Page written notice stating when, not less than ten (10) days thereafter for nonpayment of premium or twenty (20) days thereafter for any other reason, such cancellation shall be effective. The effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice shall be equivalent to mailing.

3. After coverage has been in effect for more than sixty (60) days, this policy may be canceled by the Company only for one or more of the following reasons:
 - a. Nonpayment of premium; or
 - b. Fraud or material misrepresentation made by or with the knowledge of the **Named Insured** in obtaining the policy, continuing the policy, or in presenting a claim under the policy; or
 - c. The occurrence of a material change in the risk that substantially increases any hazard insured against after policy issuance; or
 - d. Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any property or the occupancy of any property that substantially increases any hazard insured against under the policy; or
 - e. A material violation of a material provision of the policy.
4. If the Company cancels, the earned premium shall be the pro rated amount of the annual premium. If the **Named Insured** cancels, the refund, if any, shall be 90% of pro rata. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered to the **Named Insured** shall be sufficient tender of any refund or premium due to the **Named Insured**, provided that if at the time of cancellation the Aggregate Limit of Liability has been exhausted, the entire premium shall be considered earned. The cancellation will be effective even if the Company has not made or offered a refund.
5. If this policy is cancelled or nonrenewed by the Company, the notice of such termination shall advise the **Named Insured** and the **Named Insured's** agent of the availability of and premium for the Optional Extended Reporting Period and that it is important to consider purchasing such coverage.
6. Within thirty (30) days of the **Named Insured's** request, or within fifteen (15) days after notice of cancellation or nonrenewal is issued by the Company, the Company shall provide loss information to the **Named Insured**, including description of closed claims and total amount of any payments, description of open claims and total amount of any payments and estimate of any defense costs reserves, and description of any notices of acts or circumstances which took place during the **Policy Period** that may reasonably be anticipated to give rise to a **Claim**.

SECTION IX – GENERAL CONDITIONS, CLAUSE H., NONRENEWAL, is deleted in its entirety, and is replaced by the following:

H. NONRENEWAL

The Company may nonrenew this policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations Page written notice of nonrenewal at least sixty (60) days before the expiration date of this policy. In the case of nonpayment of premium, this policy will not be renewed regardless of whether the aforesaid notice is provided. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

The following section is added to SECTION IX – GENERAL CONDITIONS:

P. RENEWAL WITH 25% OR MORE PREMIUM INCREASE

If the Company intends to renew this policy but increase premium by an amount equal to or greater than twenty-five percent (25%) on the renewal for a term of twelve (12) months or less, the Company shall mail or deliver to the **Named Insured's** agent at the last address known to the Company at least thirty (30) days before the expiration date of this policy, and to the **Named Insured** at the address stated in the Declarations

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Page at least ten (10) days before the expiration date of this policy, written notice specifically stating the Company's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



**GENERAL STAR NATIONAL INSURANCE COMPANY
EXPLANATORY MEMORANDUM**

**REALTORS INSURANCE PURCHASING GROUP ASSOCIATION
REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE**

Filing Designation: 07-103-3-2 F

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GENERAL STAR NATIONAL INSURANCE COMPANY

ADMINISTERED BY: HERBERT H LANDY INSURANCE AGENCY, INC.

REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY

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