



Errors & Omissions Insurance for Home Inspectors

Home inspectors liability insurance protects home inspectors for claims arising from allegations of wrongful acts, errors and omissions in residential real estate inspections.

- The Insurance company is Rated A ++ Superior by AM Best.
- Eligibility:

Virtually any individual residential home inspector or home inspection firm is considered. Even inspectors with no experience and new ventures. Coverage is available in all states except Delaware and Washington DC.

Use of a pre-inspection contract is required

- **Deductible:** Minimum \$1,500.00

Coverage can be expanded to include:

- Premises Liability insurance: Matching Limits up to \$1 million are available.
- Radon Inspections: Sub-Limits to \$250,000 (*\$3,000 deductible*)
- Termite / Pest Inspections: Sub-Limits to \$ 250,000 (*\$5,000.00 deductible*)
- "Referral" protection, extending coverage to entities that commonly refer inspectors to consumers such as real estate brokers.

March 2005



**Please complete the attached Home Inspectors Professional Liability Insurance application and Fax or Mail to: John Torvi
Herbert H. Landy Insurance Agency Inc.
75 Second Ave, Suite 410,
Needham, MA 02494
Fax 800 344 5422
Tel: 1-800-336-5422 ext. 108**

Lexington Insurance Company
The Power of Financial Strength

NOTICE: THE POLICY PROVIDES THAT THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. FURTHER NOTE THAT AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST ANY DEDUCTIBLE.

Application Instructions

- a. Please Type or complete the application in ink
- b. If additional space is needed, please use your firms letterhead

A. General Information

1. Applicant Company Name _____

DBA _____

2. Address 1: _____

Address 2: _____

City: _____ State _____ Zip Code _____

3. Effective Date _____

4. Policy Form _____
(Claims Made Policy only for new business)

5. Contact Name _____

Phone _____

6. Type of Business _____

7. FEIN Number _____

B. Operations

8. Number of Inspectors _____

9. Projected Annual Revenue \$ _____

10. Total Revenue from Commercial Inspections \$ _____

11. Year Established _____

12. Description of Operation:

13. Prior Year Total Gross Revenues: _____

14. Is a Pre-Inspection Agreement/Contract signed 100% of the time? YES / NO

15. Does any member of the Applicant provide services outside the scope of Home Inspection? YES / NO
If 'YES', please provide full details:

16. To what professional association(s) does the Applicant belong?

C. Policy Limits

17. Combined Limits Desired: _____ **Deductible Desired:** _____

D. Optional Coverages *(check if coverage is desired):*

- 18. Premises Liability (subject to sublimit):
 - Wood Destroying Organisms/Termite Inspection (subject to sublimit)
 - Radon Inspections/Sample Collections (subject to sublimit)

E. Optional Endorsements

19. Referral Endorsement: _____

20. Franchisor Name: _____

21. Add Additional Named Insured: _____

22. Add Additional Insured: (name/address) _____

F. Claim History:

23. In the past five years, has any professional liability claim or suit been made against the applicant or predecessor firms? of its predecessor firms if any? YES / NO

If 'YES' provide claim/suit information:

G. Insurance History

24. Please list the Applicants Professional Liability Insurance Coverage carried during the _ past year, including any periods without coverage.

Previous Year's Insurance Carrier: _____

Expiring Limits: _____

Expiring Deductible: _____

Expiring Premiums: _____

25. Retroactive Date of current (claims made) policy (mm-dd-yyyy): _____

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURANCE COMPANY WHICH THIS APPLICATION IS SUBMITTED (HEREIN CALLED THE COMPANY) IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE PART HEREOF. THIS APPLICATION DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND MADE PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE TIME WHEN THE POLICY IS ISSUED, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND AUTHORIZATION OR AGREEMENT TO BIND THE INSURANCE.

Signature of Owner, Partner or Principal, Title, Date

IF A POLICY IS ISSUED THE APPLICATION IS ATTACHED TO AND MADE PART OF THE POLICY SO IT IS NECESSARY THAT ALL QUESTIONS BE ANSWERED IN DETAIL.

PLEASE READ THE FOLLOWING CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED, THIS SIGNED STATEMENT WILL BE ATTACHED TO THE POLICY.

The Applicant hereby acknowledges that he or she or it is aware that the limit of liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the Company shall not be liable for the costs of legal defense or for the amount of any judgement or settlement to the extent that such exceeds the limit of liability of this policy. The Applicant hereby further acknowledges that he or she or it is aware that legal defense costs or defense expenses that are incurred shall be applied to the deductible amount.

Signature of Owner, Partner or Principal, Title, Date

Signature Witness/Broker SIGNED AT DATE