

Risk Management is the first line of defense against claims. We want to hear from you as soon as you think you might have an issue... not just when you actually have a claim. The Risk Management attorneys are real estate specialists who effectively advise you on your specific issue. The Program is pro-active and helps our clients prevent many claims in the first place and reduce the cost of others! The Owner, Broker or Manager of the real estate office has the following available to them:

PHONE CONSULTATIONS *

Members may consult with Plan Attorneys on matters related to an insured real estate transaction, if not considered a claim under the definition in the policy (any demand for money or services), where the Member serves in a professional capacity. This includes general questions regarding the use of boilerplate forms or the quality or use of disclosure forms. Agents working for the Member may use this service with the Member's consent. Consultations are limited to one-half hour of attorney time per matter. Exceptions must be pre-approved. The Plan designates counsel of its choice to provide this service to the Plan Member.

CONTRACT AND DOCUMENT REVIEW *

Members may fax or e-mail documents to Risk Management for review and comment on by an attorney for any matter related to an insured real estate transaction where the Member serves in a professional capacity. Agents working for the Member may utilize this service but only with the Member's knowledge and consent. Document Review is limited to one half hour of attorney time per matter. The Plan may designate counsel of its choice to provide this service to the Plan Member.

WEBSITE ACCESS

Members have access to the "Members Only" section of the CRES website. This section contains legal case alerts, sample letters, updated contract supplements, specific disclosures, and other valuable risk management tools.

ATTORNEY LETTERS *

Attorneys will write letters on a Plan Member's behalf in connection with an insured real estate matter.

CASE & LAW ALERTS

We periodically notify members of new cases and laws of interest via email or through our website.

DATA BREACH NOTIFICATION**

We shall provide notification services required by state law in connection with a data breach. We will pay up to \$5,000 to provide this notification.

SAMPLE DOCUMENTS *

Our Risk Management department can from time to time draft Documents, such as releases, or supplements to the Purchase Contract on behalf of Members to assist in transactions.

* Member access to services is up to 20 matters per policy year

**One notification per policy year

Risk Management Details:

There are no plan benefits under any section of this Plan Document available for any claim not potentially an insured claim under the members errors and omissions insurance (unless we make an exception). Additionally, the Plan does not cover matters that in whole or part:

- A. Arising out of any:
 - 1. Dishonest, fraudulent, criminal or malicious act or omission.
 - 2. Deliberate misrepresentation.
 - 3. Actual or alleged violations of state or federal anti-trust, price-fixing, restraint of trade or deceptive trade practice laws, rules or regulations.
- B. Based on or arising out of any disputes involving any Plan Member's fees or charges. Charges include premium, escrow, tax, or commission. Any claim of conversion, misappropriation, commingling or defalcation of funds or other property is not covered. Escrow does not mean the holding of Earnest Money Deposits.
- C. Based on or arising out of the rendering of or failure to render Professional Services by any Plan Member as an employee, owner, partner, stockholder, director or officer of any sole proprietorship, partnership or corporation or other business enterprise not listed in the Declarations.
- D. Of bodily injury, sickness, disease or death of any person or physical injury to or destruction of or loss of use of tangible property.
- E. Arising out of discrimination based on age, sex, race, religion, marital status, national origin or sexual preference by any Plan Member.
- F. Arising out of any obligations for which the Plan Member or any carrier acting as his or her insurer may be liable under any Workers' compensation, unemployment compensation law, disability or pension benefits law, or any similar laws, or any claim arising from the Employee Retirement Income Security Act of 1974 and any amendments thereof.
- G. Any claim involving property syndication, real estate investment trusts, limited or general partnerships, whether or not claim is brought by or on behalf of an investor, shareholder or partner in any such entity. This exclusion applies to all corporate entities or ventures.
- H. Arising out of the sale or purchase of insurance, or the failure to effect or maintain proper levels or types of insurance. Liability assumed by the Plan Member under any contract or agreement, including any warranty, is also excluded.
- I. Arising out of activities as a construction advisor, builder or property developer or insurance agent or broker.
- J. Involving real property in which one or more Plan Members holds at least 25% interest.
- K. Personal Injury based on publications or utterances related to advertising, broadcasting or telecasting activities by or on behalf of the Named Plan Member.
- L. Based on or arising out of Professional Services in any way related to pollution.
- M. Arising from the valuation of a business in conjunction with any property that is sold.
- N. Resulting for actual or alleged infringement or violation of patent, copyright, trade dress, trademark and other intellectual property right.
- O. From liability for damages to any person arising out of any refusal to employ, termination of employment, or other employment related practices, policies, acts or omissions.

- P. Court costs, fees, and premiums on bonds to release attachment or undertakings, or any sum owed by or on behalf of the Plan Member because of legal liability to any claimant.

