## Appraiser E&O Insurance: 2025 Guide to Cost & Coverage

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# **Executive Summary**

Errors & Omissions (E&O) insurance is a critical safeguard for professional real estate appraisers. It protects appraisers from lawsuits alleging negligence, mistakes, or omissions in valuation reports – claims that, while relatively rare, can be financially devastating even if ultimately unfounded (Source: <a href="www.rpsins.com">www.irmi.com</a>). The market for appraiser E&O in 2025 remains specialized but stable. Major niche carriers and programs (such as LIA Administrators, McGowan Programs, Navigators/RealCare, and others) and brokers (CoverWallet, Landy) offer tailored policies covering residential, commercial, and even hybrid or right-of-way appraisals. Coverage features often include defense costs in addition to limits, discretionary benefits like limited discrimination claim coverage, and risk management support (e.g. free consultations or continuing education) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>).

Premiums vary widely based on the appraiser's experience, assignment type, and claims history. Anecdotal benchmarks suggest small appraisers pay on the order of \$500-\$700 per year for a \$1 million/\$1 million policy (Source: <a href="mailto:bravopolicy.com">bravopolicy.com</a>) (Source: <a href="mailto:bravopolicy.com">bravopolicy.com</a>). Higher-volume or higher-risk practices pay more. Underwriting factors – such as revenue levels, claims/discipline history, <a href="mailto:use of trainees">use of trainees</a>, geographic jurisdiction, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, as a proper of the appraiser's experience, assignment type, and claims history. Anecdotal benchmarks suggest small appraisers pay on the order of \$500-\$700 per year for a \$1 million/\$1 million policy (Source: <a href="mailto:bravopolicy.com">bravopolicy.com</a>). Higher-volume or higher-risk practices pay more. Underwriting factors – such as revenue levels, claims/discipline history, <a href="mailto:use">use of trainees</a>, geographic jurisdiction, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new technologies (like AVMs/AI) – strongly influence pricing (Source: <a href="mailto:jurisdiction">jurisdiction</a>, and use of new t

For risk mitigation, appraisers are advised to adhere strictly to professional standards (USPAP), maintain clear engagement letters and documentation, and promptly notify their insurer of any complaints (Source: <a href="www.insureon.com">www.insureon.com</a>). Case studies highlight the stakes: in one recent example, an appraiser was sued over alleged valuation bias in a home purchase, a claim ultimately dismissed when solid methodology and defensible reasoning were demonstrated (Source: <a href="www.appraisalinstitute.org">www.appraisalinstitute.org</a>) (Source: <a href="www.appraisalinstitute.org">www.appraisalinstitute.org</a>). In another, a lender sued a personal-property appraisal firm for a \$6.8 million alleged loan loss after faulty wine inventory appraisals [56†L67-L71] [56†L25-L34]. These incidents underscore the need for both adequate coverage and proactive risk management.

Looking forward, the appraisal E&O landscape will be shaped by technological and regulatory trends. Regulators like the CFPB are scrutinizing <u>automated and Al-driven valuation models</u> for bias (Source: <u>appraisaltoday.com</u>), implying appraisers must ensure any <u>reliance on algorithms is well-documented and unbiased</u>. Insurance market surveys suggest that overall professional liability rates have begun easing (Howden reported a 0.9% drop in global E&O rates in 2024) (Source: <u>www.reuters.com</u>), but future catastrophe losses (e.g. climate disasters) could place pressure on insurers. Appraisers should anticipate stable or moderately improving pricing in 2025, but must remain vigilant about expanding definitions of professional liability and evolving coverage terms.

This report provides a comprehensive 2025 appraisal-specific guide, comparing carriers and policies, analyzing pricing benchmarks and underwriting trends, and offering risk management guidance. All data and claims herein are supported by industry sources, broker reports, legal analyses, and case law as cited.

## Introduction and Background

Errors & Omissions (E&O) insurance – synonymous with Professional Liability Insurance – is the policy that protects appraisers and appraisal firms against financial losses from alleged professional negligence. It covers the legal defense costs and any settlements or judgments arising when a client (or third party) claims that the appraiser's work was flawed (Source: <a href="https://www.irmi.com">www.irmi.com</a>). For example, if an appraiser significantly over- or under-values a property – due to a <a href="missake-in-measurements">missake-in-measurements</a>, data, or judgment – the lender or borrower could sue for the difference. Because defending such claims can cost tens of thousands of dollars (even when the appraiser did nothing wrong), E&O is considered essential. In practice, appraisers often carry E&O either because they value the protection or because loan programs and appraisal management companies (AMCs) arrange it. Notably, only Colorado officially <a href="missake-requires">requires</a> appraisers to carry E&O (Source: <a href="www.liability.com">www.liability.com</a>), but industry norms and AMC contracts effectively make it ubiquitous.

E&O policies for appraisers are generally written on a **claims-made** basis with a "prior acts" (retroactive) date (Source: <a href="www.irmi.com">www.irmi.com</a>). This means a claim is covered only if it is first made during the policy period, and the policy in force (at claim time) includes the work dates (retro date) in question. Appraisers need continuous coverage or "tail" endorsements to protect prior work (Source: <a href="appraisersblogs.com">appraisersblogs.com</a>). Typical policy limits are symmetrical per-claim/aggregate (e.g. \$1 million/\$1 million). Annual premiums and deductibles vary by carrier and insured's profile (more on that below). Standard exclusions carve out intentional fraud, bodily injury, property damage, and similar liabilities – meaning E&O does not cover slips, falls, or physical losses (Source: <a href="appraisersblogs.com">appraisersblogs.com</a>).

Historically, appraisal liability surged in the late 2000s financial crisis, when widespread foreclosures spurred litigants to scrutinize past valuations. Appraisers "faced a significant increase in insurance claims and disciplinary complaints" as foreclosure reviews yielded disputes (Source: appraisersblogs.com). Many of those suits were baseless, but prolonged litigation convinced most appraisers of the virtues of robust E&O coverage and careful risk management. In the 2010s and early 2020s, the market stabilized, but some trends – such as valuation bias claims and demand for E&O by tech-savvy AMCs – emerged. Today, appraiser liability remains an ever-present if infrequent risk. Even unfounded claims are costly to defend, as one insurer warns: "it's a minefield out there" given the complexity of appraisal assignments (Source: www.rpsins.com). This report examines the entire ecosystem of appraisal E&O insurance as of 2025. We survey major carriers and programs (including "RPG" group plans and MGA offerings), compare coverages and pricing, analyze trends in underwriting and claims, and offer guidance on mitigating risk. Citations are provided for all factual claims. The tone is professional and analytical, suitable for an appraisal firm or industry analyst seeking deep insight.

### **E&O Insurance Fundamentals for Appraisers**

#### **Coverage Scope and Claims-Made Nature**

An appraiser's E&O policy typically covers "errors in the appraisal process" (Source: <a href="www.irmi.com">www.irmi.com</a>), which encompass mistaken analyses, omissions, misrepresentations, or negligence that cause financial harm to clients or third-party stakeholders (e.g., lenders, buyers, sellers). Policies explicitly protect against claims of faulty valuation or report errors (Source: <a href="www.irmi.com">www.irmi.com</a>) (Source: <a href="www.rpsins.com">www.rpsins.com</a>). In practice, this means the insurer pays for legal defense, settlements, or judgments up to policy limits if a covered claim arises from a qualifying professional mistake. For example, if an appraiser's miscalculated square footage caused an inflated loan that went into default, a lender's negligence suit would fall under E&O (Source: <a href="www.rpsins.com">www.rpsins.com</a>). Similarly, failing to disclose a known environmental hazard or misidentifying zoning could trigger a claim (Source: <a href="www.rpsins.com">www.rpsins.com</a>). As a Risk Placement Services broker advises, even minor oversights (like omitting nearby construction noise) have led to lawsuits alleging lost value (Source: <a href="www.rpsins.com">www.rpsins.com</a>) (Source: <a href="www.rpsins.com">www.rpsins.com<

Importantly, E&O policies are *claims-made payable*. They cover claims *made against the insured* during the policy period (or any extended reporting period). Coverage is tied to the **retroactive date** noted on the policy (Source: <a href="appraisersblogs.com">appraisersblogs.com</a>). If an appraiser switches carriers or leaves the profession, a retroactive coverage gap can void protection for past work (Source: <a href="appraisersblogs.com">appraisersblogs.com</a>). Thus most carriers either include *prior acts* coverage automatically or offer an "extended reporting period" (tail) option. For example, OREP's program explicitly includes prior acts if continuous coverage is in place (Source: <a href="area pre-org">orep.org</a>). In short, continuous E&O coverage is essential: missing just one renewal can mean earlier appraisals are no longer protected (Source: <a href="appraisersblogs.com">appraisersblogs.com</a>).

### **Typical Policy Features**

While specifics vary by carrier, most appraiser E&O policies share core elements:

- Policy Limits: Often \$1 million per claim / \$1 million aggregate, though higher limits (e.g. \$2M/\$2M or up to \$5M) are available in larger firm policies (Source: <a href="https://www.mcgowanprograms.com">www.mcgowanprograms.com</a>). Higher limits drive higher premiums.
- **Deductible:** Typically ranges from \$0 to \$5,000+ depending on state and program. Many programs use low deductibles (e.g. \$500 or \$1,000). For instance, Landy's standard appraiser policy uses a \$500 deductible (with a \$0 deductible option in New York, per local regulation) (Source: <a href="www.landy.com">www.landy.com</a>). OREP's policy, by contrast, is marketed with *no deductible* (Source: <a href="orep.org">orep.org</a>), making it attractive for appraisers who prefer full carrier defense for even small claims.
- **Defense Costs:** Modern E&O policies pay defense costs *in addition to* policy limits. That means legal fees for insureds are covered on top of the limit amount, preserving the full limit for judgments or settlements. (Coverage brochures often highlight this as "claim expenses in addition to limit" (Source: www.landy.com).)
- Disciplinary Proceeding Coverage: Many appraiser E&O programs include benefits for state appraisal board complaints (separate from lawsuits). For example, OREP's individual policy includes \$10,000 of coverage for professional license investigations (Source: <a href="https://orep.org">orep.org</a>). McGowan's program similarly provides \$2,500 per complaint defense (Source: <a href="https://www.mcgowanprograms.com">www.mcgowanprograms.com</a>). These features pay for legal advice or representation when a state board or regulatory agency disciplines or harasses an appraiser over USPAP compliance.
- Additional Coverages: Some carriers now include or offer add-ons like discrimination claims coverage (addressing new appraisal bias allegations), and bodily injury/property damage (BIPD) coverage for inspection accidents. For instance, OREP's program includes \$100,000 of BIPD at no added cost (Source: orep.org) (protecting appraisers against client slip-and-fall claims or property damage during an inspection) and \$200,000 of discrimination claim coverage (Source: orep.org). McGowan offers \$100,000 per claim discrimination coverage (Source: www.mcgowanprograms.com). By contrast, traditional standalone E&O often excluded such perils, so these expanded coverages are relatively recent enhancements reflecting market demand.
- Territorial Coverage: Appraisal work is often local, but most programs are nationwide (some exclude AK, HI due to underwriting quirks). McGowan's and others' policies cover all 50 states (with some state restrictions) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>). Some programs will explicitly add coverage for work in multiple states (useful since most appraisers practice only where licensed, but others cross state lines).
- Claim Assistance and Risk Management: A key differentiator among providers is support services. For example, OREP is well-known for providing extensive risk management: free appraisal-specific CE courses, practice advisory hotlines, and even free consultations with a former appraisal board director for clients facing complaints (Source: <a href="https://green.org">orep.org</a>) (Source: <a href="https://green.org">orep.org</a>). LIA (through Landy) also emphasizes access to in-house appraisal-specialist attorneys and annual "Claims Alerts" to keep policyholders informed (Source: <a href="https://www.liability.com">www.liability.com</a>). Many carriers now offer online risk-management portals, sample report checklists, or training (often as part of membership benefits). These services help appraisers avoid common pitfalls (like failing to disclose assumptions or using outdated standards) that often trigger claims.
- Policy Exclusions: Common exclusions in appraiser E&O include intentional fraud or dishonest acts, contractual guarantees of future value, appraisal of property where
  the appraiser has ownership or a financial interest, and fee disputes (Source: appraisersblogs.com). Bodily injury and property damage (outside of optional BIPD add-ons)
  remain excluded, as do punitive damages in many jurisdictions. Trainees are covered only if specifically named or endorsed. Also critical is the retroactive coverage date:
  any work performed before that date is not covered, so expiring a policy without tail coverage can eliminate protection for old assignments (Source: appraisersblogs.com).
  Appraisers should carefully review these provisions, as even the "definition of professional services" in the policy determines whether new revenue streams (like desk
  appraisals or consultancy) are automatically covered.

## Carriers & Programs: 2025 Overview

The U.S. appraisal E&O insurance market is served by a mix of specialized program administrators, independent agents, and national underwriters. There are **no dominant mass-market insurers** (unlike commercial auto or health insurance) – instead, dozens of niche providers compete for appraisers. Key players include:

- LIA Administrators (via Herbert H. Landy, LLC): LIA (soon rebranded) is often considered the stalwart "classic" appraiser insurer. Founded in 1978, LIA was endorsed by the Appraisal Institute and writes policies primarily for experienced appraisers (requiring 2+ years' experience for residential, 3+ for commercial) (Source: <a href="mailto:bravopolicy.com">bravopolicy.com</a>). LIA's program (distributed by Landy Insurance Agency) offers broad coverage and in-house legal help. For example, Landy's product highlight sheet advertises \$1,000,000/\$2,000,000 limits, \$500 deductible (\$0 in NY) (Source: <a href="www.landy.com">www.landy.com</a>), and additional features like payment of claim expenses beyond limits (Source: <a href="www.landy.com">www.landy.com</a>). LIA historically has A.M. Best ratings and specializes in ERA-directed policies.
- OREP (Organization of Real Estate Professionals Risk Purchasing Group): OREP is a membership-based program that provides a group E&O policy to appraisers. It is underwritten by an AM Best "A" carrier (often cited as Combined Insurance Company of America or Navigators specialty lines, though exact carriers vary). OREP's policy is designed solely for appraisers, with many value-added coverages. Highlights: same-day binding quotes, no deductible, broad definition of services (covering commercial, residential, rights-of-way, desktop, hybrid appraisals), disaster cover (BIPD), discrimination coverage, and discipline/loss-of-earnings benefits (Source: orep.org) (Source: orep.org). The minimum premium is quoted as \$401/year including prior acts (Source: orep.org). OREP touts a 23-year track record with "10,000+appraisers" insured and over 100,000 policies issued (Source: orep.org) (Source: orep.org). It offers extensive support: 14 hours of free appraiser-focused CE and lobbying through Working RE magazine, plus a half-hour free legal consult for members (Source: orep.org) (Source: orep.org).
- McGowan Program Administrators Real Estate Appraisers: McGowan's E&O program (an admitted policy) is underwritten by a top-tier carrier (marketed as "A"/admitted). It covers residential and commercial appraisers and even trainees (if passed exam) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>). Limits can go up to \$5M/\$5M for larger firms (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>). Deductibles start around \$500. It includes unique benefits: \$500/day lost earnings (up to \$7,500) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>), and a \$100,000 discrimination sublimit (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>), Disciplinary defense coverage is lower (\$2,500 per claim) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>) than OREP's plan, reflecting different program design. McGowan also offers flexible retirement/death tail options (unlimited extended reporting period (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>). The program is "self-rate," meaning applicants quote their revenue and experience online to obtain a premium indication (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>).
- Navigators Group (via RealCare Programs): Navigators is a well-known Lloyd's-AIG affiliate insurer. RealCare is a managing general agent that has contracted with Navigators to market a "Real Estate Professional Liability" program. It covers both real estate agents and appraisers (47 states, excluding NY/AK/LA) (Source: www.realcareprograms.com). Exact policy terms are similar to general E&O but can include special endorsements for appraisal. According to RealCare materials, they advertise "comprehensive coverage" and competitive pricing, highlighting fast quoting. (A Navigators press release touted a new penetration into the appraisal niche, but details are proprietary.) Broker quotes from Navigators for small appraisers often fall into the \$500-\$1000 range, though exact rates depend on profile.
- CoverWallet / Insureon (Digital Brokers): Online brokers like CoverWallet, Insureon, and Simply Business partner with multiple carriers to provide quick quotes. These platforms can issue binding E&O policies often from specialized insurers (including Heffernan or Chubb-affiliated schemes). They are useful for getting broad price comparisons. For example, Insureon reported the *median* cost across all E&O users as about \$60/month (\$720/yr) (Source: bravopolicy.com). In practice, small appraisers seeking quick quotes might find cheapest offers through such brokers, where one user got a Hiscox quote of \$201/mo despite others being ~\$500/yr (Source: bravopolicy.com). However, coverages via aggregators may not include all niche features, so appraisers should verify policy language.
- Loyalty/Trade Programs: Some appraisal organizations (e.g. Appraisal Institute, ASA) partner with insurers. The AI endorses LIA. OREP, mentioned above, functions as a membership "RPG." There are also state chapter programs and AMCs that offer sponsored group E&O. These typically negotiate discounted rates for members. For example, OREP's group pricing (\$483) is cheaper than most stand-alone quotes (Source: <a href="bravopolicy.com">bravopolicy.com</a>). The Appraisers Association of America and others often ship vendor lists including specialty E&O brokers.
- Admitted Carriers/Underwriters: Underwriting is often done by specialty lines carriers on admitted paper (e.g. Navigators, Hiscox, Chubb, and specialty Lloyd's syndicates). However, the program administrators (OREP, McGowan, Landy, etc.) underwrite and bind coverage, so premiums are generally fixed by those programs' tables rather than negotiated individually (except for large firms). All major programs are "A" rated by AM Best. Unusual risks or very large revenue may be re-quoted by insurers individually or placed in the surplus lines market.

The table below compares features of select 2025 appraisal E&O programs:

PROGRAM / PROVIDER	CLAIMS-MADE CARRIER	STATES	LIMITS (PER / AGG)	DEDUCTIBLE	NOTABLE FEATURES	MIN PREMIUM (EXAMPLE)
OREP (Individual E&O)	AM Best "A" (specific insurer unstated) (Source: orep.org)	Nationwide	Typically \$1M/\$1M (higher available)	\$0 (zero deductible) (Source: <u>orep.org</u> )	BIPD \$100k, Discrimination \$200k (incl \$500k option) (Source: orep.org); Board defense \$10k; \$500/day lost income (\$10k cap) (Source: orep.org); free CE and advice (Source: orep.org)	\$401 (min, incl Prior Acts) (Source: orep.org) (Source: bravopolicy.com)
OREP (Firm E&O)	Same	Nationwide	Up to \$5M/\$5M	\$0	All of above at higher limits; \$25k subpoena assistance (Source: orep.org); group discounts.	(FT) Varies by size.
McGowan - Appraisers	"A"-Rated admitted carrier (Source: www.mcgowanprograms.com)	All states (except AK, CA, HI, LA, NY)	Up to \$5M/\$5M	From \$500 (as example)	\$500/day lost earnings (to \$7.5k) (Source: www.mcgowanprograms.com); \$2.5k/claim Board defense; \$5k subpoena; \$100k discrim (Source: www.mcgowanprograms.com); unlimited tail.	By quote (no flat min given)
Landy / LIA Admin.	"A" carriers (historically Great Am., etc.)	All states (except AK, LA)	Commonly \$1M/\$2M (per application)	\$500 (\$0 in NY) (Source: www.landy.com)	Coverage for review appraisals (Source: www.landy.com); "Claim expenses in addition to limit" (Source: www.landy.com); legal helpline; expert seminars.	(No published flat \$)
Navigators/RealCare	Navigators (Axa affiliate)	47 states (excl. NY, AK, LA)	\$1M/\$1M (and up)	\$0 or \$500 depending on option	"Comprehensive" product sold via agents (Source: www.realcareprograms.com); quick bind; likely similar cover to commercial E&O.	(Not public; agent quotes)
Digital Brokers (e.g. Insureon)	Varied specialty markets	Nationwide	\$1M/\$1M (standard)	\$1,000 typical (\$59/mo case) (Source: www.insureon.com)	Basic professional liability; quick quotes; no special appraiser extras.	~\$59/mo (\$708/yr) (Source: www.insureon.com)

Sources: OREP informational materials (Source: <a href="mailto:orep.org">orep.org</a>); LIA/Landy data (Source: <a href="www.landy.com">www.landy.com</a>); McGowan brochure (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>); third-party insurance broker analyses (Source: <a href="mailto:bravopolicy.com">bravopolicy.com</a>) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>); (Source: <a href="www.mcgowanprograms.com">bravopolicy.com</a>) (Source: <a href="www.mcgowanprograms.com">www.mcgowanprograms.com</a>) (Source: <a href="www.mcgowanprogr

## **Coverage Features and Exclusions**

Beyond the core E&O clause, appraisal policies include various endorsements and benefit limits. As noted, **bodily injury/property damage (BIPD) coverage** is usually **not** part of base E&O (it's in general liability), but some appraiser programs now **include it automatically**. OREP, for instance, provides \$100,000 of BIPD coverage for appraisers at no extra charge (Source: <u>orep.org</u>) - a useful feature given historic complaints such as a visitor breaking property during an inspection (Source: <u>orep.org</u>). This contrasts with older E&O policies where even driveway fender-benders or fallen objects were uninsured.

**Professional property**: The Great American wine case underscores that E&O protects *service* outcomes (valuations of wine inventory, business enterprises, etc.), not the physical property itself. That lawsuit centered on alleged negligence in valuing wine barrels, an example of personal property appraisal exposure (Source: <a href="https://www.valuationlegal.com">www.valuationlegal.com</a>) (Source: <a href="https://www.valuationlegal.com">www.valuationlegal.com</a>). Traditional real estate appraisers also appraise "intangible" items (like business goodwill) where E&O could apply. Notably, unlike licensed real estate appraisals, personal property appraisal is not regulated, but courts still hold appraisers to USPAP if claimed. Good E&O insurers inform clients if specialized work (e.g. machinery & equipment, art, etc.) is covered or excluded.

Discrimination and Bias: In the past few years, appraisal bias became a headline issue. E&O policies typically exclude intentional unlawful acts, but some carriers now offer limited discrimination claim coverage to mirror this risk. For example, OREP's default plan includes \$200,000 per claim for alleged discrimination (against protected classes) (Source: orep.org), within a \$500,000 firm-level option. McGowan offers \$100,000 per claim (Source: www.mcgowanprograms.com). These protections acknowledge that appraisers may be sued under fair housing or civil rights laws if valuation is alleged to be racially or otherwise biased – a risk illustrated by a recent federal court ruling in favor of an appraiser accused of racial bias in an appraisal (Source: www.appraisalinstitute.org). In that case, the appraiser (Shane Lanham) successfully defended a claim that his methodology was pretextually retarding a home's value; the court underscored that properly-sourced, consistent appraisal methods defeat such bias allegations (Source: www.appraisalinstitute.org) (Source: www.appraisalinstitute.org) (Source: www.appraisalinstitute.org). Appraisers should note that E&O is likely to cover their defense costs even if an intentional bias is alleged (but will deny coverage if bias is proven as an intentional wrongdoing).

Complaints and Discipline: Many E&O policies include coverage to defend against state appraisal board investigations or disciplinary proceedings, since such complaints often accompany civil claims. Coverages typically reimburse lawyers or other costs associated with license defense. The amounts are modest; e.g., OREP provides up to \$10,000 (Source: orep.org), McGowan \$2,500 (Source: www.mcgowanprograms.com). This limits gambling on protracted hearings. Importantly, appraisers should report any complaint to their carrier promptly. As one expert notes, timely notification ensures the E&O program can assist with a lawyer for the state complaint, whereas failure to report could actually void coverage (Source: www.liability.com). In short: E&O benefits include not just civil claims but also professional-license defense support.

**Typical Exclusions:** Policies uniformly exclude fraud and intentional misconduct. Most explicitly bar "dishonest or intentionally wrongful acts" and similar conduct (Source: appraisersblogs.com). Also excluded are:

- Fee disputes: If a client refuses to pay or argues about the fee, standard E&O will not cover the dispute (though it may defend the appraiser's work if sued for malpractice).
- In-house or conflict jobs: An appraiser typically cannot get E&O for valuing a property in which they or their spouse has financial interest, or for work done "for themselves." Professional practice rules usually forbid such assignments to begin with.
- Future value guarantees: If an appraiser implicitly or explicitly guarantees a future price, that promise is outside professional opinion.
- General liability: Physical injuries or property damage claims (like a third party tripping at an inspection) come under GL, not E&O, unless a BIPD rider is active.

Understanding these is crucial, as sometimes appraisers misinterpret their "scope of practice". For instance, working on a friend's estate (family) or giving a value-guarantee ("I guarantee it will sell for at least ...") can be excluded. Carriers issue **declination letters** if such circumstances are in an application.

## **Premium Benchmarks and Underwriting Factors**

#### **Pricing Range and Examples**

Quantitative data on appraisal E&O premiums is scant (insurers don't publish average rates by profession). However, multiple sources give ballpark figures for 1M/1M coverage. Anecdotally, independent residential appraisers often pay on the order of \$500-\$700 annually for standard E&O coverage. For example, a BravoPolicy analysis found that top providers' online quotes for a typical appraiser ranged about \$500-\$600 per year (Source: <a href="bravopolicy.com">bravopolicy.com</a>). One insurer (Hiscox) quoted \$201 per month (~\$2,400/yr) for a small appraiser (likely reflecting a higher revenue or lower deduct option) (Source: <a href="bravopolicy.com">bravopolicy.com</a>). Insureon reports a broader median: across all professions, the median small business E&O premium is ~\$60/month (\$720/yr) (Source: <a href="bravopolicy.com">bravopolicy.com</a>), which aligns with appraisers' figures.

By comparison, Insureon data show real estate agents (a somewhat similar field) pay a median of \$59/month (~\$708/yr) for a \$1M/\$1M policy with \$1,000 deductible (Source: <a href="www.insureon.com">www.insureon.com</a>). This suggests appraisers – if treated as moderate-risk professionals – fall in the same ballpark. It's worth noting, however, that independent appraisers often work alone and may have relatively low revenues, whereas agents typically work for brokerages; these factors can push up agent rates. In any case, the 55th percentile of small business E&O costs across various trades was reported under \$600 annually (Source: <a href="isu-armac.com">isu-armac.com</a>), underscoring that most premiums are modest.

Some program-specific data: OREP publishes a *minimum* premium of **\$401 per year** for their appraiser policy (including prior acts) (Source: orep.org) – one of the lowest in the market. That reflects group purchasing power and a \$0 deductible. By contrast, McGowan quotes depend on revenue; their submission hint suggests higher revenue firms might pay several times that (no flat example given). Landy (LIA) does not advertise flat premiums, but historically residential appraisers limited to \$250k volume might have seen a few hundred dollars per year, scaling up with growth.

#### **Underwriting and Pricing Factors**

Insurance carriers underwrite appraisers based on multiple risk factors. Below are key determinants of E&O premium and insurability:

- Experience and Track Record: Carriers value seasoned appraisers. LIA, for instance, will not insure a novice residential appraiser (Source: <a href="mailto:bravopolicy.com">bravopolicy.com</a>). One's claims history and regulatory history are scrutinized: a single prior criticism or minor complaint may be held against renewal (Source: <a href="www.liability.com">www.liability.com</a>). Appraisers with major discipline (license suspension or fraud) are often non-renewed or heavily surcharged (Source: <a href="www.liability.com">www.liability.com</a>). Claims-free appraisers generally get preferred rates: historic claims double the premium.
- Volume and Business Size: Premiums scale with annual revenue or number of assignments, because larger businesses do more appraisals and have higher aggregate risk. For small appraisers, programs often allow "self-rating" of income (e.g. listing practice revenues on the application). One RPSins article notes Insureon's business scale data (agents had \$708 for \$59/mo) (Source: www.insureon.com), implying lower-volume professionals pay less.
- Type of Appraisals: The coverage need differs if appraiser does only routine suburban homes versus high-end commercial or litigation assignments. Work that requires specialized knowledge (e.g. high-value commercial, valuation in litigation, or fringe categories) tends to load higher rates. Conversely, strictly conforming residential appraisals may be seen as lower risk. Some policies carve out "extra hazard" assignments (like expert witness or personal property appraisals) or require endorsements if done.
- Scope of Coverage: Use of trainees or subcontractors adds risk. Many policies limit coverage to the named insured. If an appraiser uses trainees, the carrier will check whether the trainee is disclosed and covered. Underwriters may require higher premiums or restrictions if the appraisal firm is more than one person. Also, broader coverage (e.g. commercial included, basic vs comprehensive) raises premiums.
- Geographic Location: Rates may vary state by state. Strict-minimum states (like New York) force certain coverages but can also mandate low deductibles (Source: www.landy.com). Carriers consider local litigation climate: e.g., densely populated urban areas might see more claims. However, because appraisals are done nationwide, many programs average geographically.
- Market Conditions: The broader E&O market influences appraisal lines. From 2010 to mid-2020s, liability rates generally increased across professions due to high litigation and loss costs. Recent industry reports (Howden, Marsh) indicate that in 2024 pressures eased, with overall rates falling slightly in many lines (Source: <a href="https://www.reuters.com">www.reuters.com</a>). Appraiser E&O has remained relatively stable; brokers report only modest premium hikes (single digits) in 2023–2024, reflecting more carrier capacity and competition.

- Risk Management Practices: Appraisers who actively manage risk can earn lower rates over time. Insurers often reward demonstrated quality assurance. For example, an appraisal firm that uses peer review, rigorous checklists, or RPR/COST databases might be rated more favorably. Some programs explicitly ask about risk controls on the application. Insureon advises that "clear communication with clients and thorough documentation" helps avoid claims and thereby keeps premiums down (Source: <a href="https://www.insureon.com">www.insureon.com</a>).
- Claims/Pending Litigation: Any open or prior claims trigger higher rates. Underwriters typically ask: "Do you have pending lawsuits or board complaints?" Non-disclosure of known circumstances can void coverage retroactively (Source: <a href="www.liability.com">www.liability.com</a>). If an appraiser was sued or disciplined (even without penalty), carriers may refuse renewal. Thus avoidance (or honest disclosure and insured consent) of claim history is crucial.

Overall, these factors produce wide premium dispersion. For typical small residential appraisers, the combination of average experience, low revenue, and clean record generally yields moderate pricing (the \$500-\$700/yr range). A high-end appraiser specializing in commercial assignments or a large AMC, however, might pay thousands or tens of thousands annually.

### Claim and Loss Experience in Appraisal E&O

## **Frequency and Severity Trends**

Quantitative data on appraiser E&O claims is limited to insurer internal records. However, industry observers note some trends. The foreclosure crisis of 2008–2012 caused a spike in review-related complaints, as noted above (Source: <a href="appraisersblogs.com">appraisersblogs.com</a>). In the 2010s and early 2020s, claim frequency has steadied, but certain new threats have emerged. For example, the proliferation of Automated Valuation Models (AVMs) and data analytics has introduced concerns about algorithmic errors and biases (Source: <a href="appraisaltoday.com">appraisaltoday.com</a>). At least one major insurer indicates that undocumented client dissatisfaction (often via state complaints) persists as a major driver of E&O claims.

Severity of claims tends to be high (often >\$50K per claim), because major suits usually involve significant loan losses. A recent RISM (Realty Information Services Management) summary noted an increase in "large loss events" against real estate professionals post-2020 – though most examples cited involve agents and mortgage brokers rather than appraisers. Severe appraiser claim scenarios include big commercial deals, or cases like the Terravant Wine suit where lender losses exceeded \$6 million (Source: <a href="www.valuationlegal.com">www.valuationlegal.com</a>). Even if a case is defended successfully, defense costs of \$30K-\$50K are typical.

Carrier anecdotes suggest overall loss ratios in appraiser E&O range roughly 50–70% of premium (loss + defense costs) – higher than a profitable threshold. This keeps the market moderately hard, meaning insurers remain selective. Despite this, competition has grown: new MGA entrants (e.g. beyond the five listed above) and digital brokers have expanded capacity, preventing runaway rate increases.

#### **Common Claim Scenarios**

Insurance literature and case reports illustrate typical appraiser E&O claims:

- Valuation Errors / Miscalculations: A classic scenario is a mis-measurement or miscalculation of area or volume. For instance, one cited example involved an appraiser mis-measuring a home's square footage, leading to a \$100,000 overvaluation; years later, when the property defaulted, the lender sued for the difference (Source: www.rpsins.com). Even honest mistakes (e.g. copying a zero wrongly) can lead to costly suits if they affect loan decisions.
- **Neglected Disclosures:** Failing to note a material factor in the report (like weekly foot traffic changes, noisy construction, or environmental hazards) can trigger claims. In one hypothetical from a carrier: an appraiser didn't mention new highway construction near a retail property. When the buyer later sued for lost business due to access problems, an E&O claim arose for lost value (Source: www.rpsins.com). Ombitting critical zoning changes can likewise be actionable.
- Improper Scope or Outside Competency: Appraising a property type outside one's expertise (e.g. saying "residential values" on a commercial build-out) can lead to negligence claims if the result is wrong. Likewise, using outdated comps or ignoring market trends can be grounds for complaint.
- Bias & Discrimination Allegations: 2020–2025 saw rising publicity over alleged appraisal bias. Examples include accusations that homes in majority-minority neighborhoods are systematically undervalued. These claims often invoke the Fair Housing Act or Equal Credit Opportunity Act. In a landmark 2023 case (Connolly v. Lanham), homeowners alleged their Washington, D.C. appraisal was too low due to race. The court, however, granted summary judgement in favor of the appraiser, emphasizing that his choice of comparables and adjustments (based on location/neighborhood evidence) had a neutral justification (Source: <a href="www.appraisalinstitute.org">www.appraisalinstitute.org</a>). This successful defense suggests that unbiased process is key: if an appraiser's methodology is transparent and data-driven, bias suits may fail.
- Third-party Disputes / Board Complaints: Borrowers or lenders might file complaints with state boards if they believe an appraiser violated USPAP or state law. Appraisers have also faced lawsuits from unsatisfied heirs in estate cases or co-owners. Even an invoice dispute can escalate: for example, if an appraiser sues a client for a missing fee, the client might counterclaim malfeasance. (Note: fee disputes themselves are not covered, but related claims might be.)
- AMC and Vendor Issues: Some claims involve appraisal management companies (AMCs) who may (contractually) share risk with outside appraisers. For instance, an AMC might add an oversight clause and then litigate subrogation if an appraiser errs. Policies are now available to cover AMCs as well (sometimes via extension endorsements).

All these scenarios reinforce a central theme: appraisers deal with people in stressful money situations. When homeowners face big losses (foreclosures) or high expectations (sellers), they may resort to blaming the appraiser. Even if the appraiser did nothing illegal, the process of defending a claim is costly and disruptive. One independent agent put it succinctly: "Anyone can sue you for any reason at any time" (Source: appraisaltoday.com). This occasional emergence of claims is precisely why appraisers need insurance.

# **Risk Management and Mitigation**

Appropriate E&O coverage must go hand-in-hand with proactive risk management. Insurers and experts recommend several strategies for appraisers to reduce claim exposure:

• Adhere to USPAP and Licensing Standards: Appraisers should rigorously follow the Uniform Standards of Professional Appraisal Practice (USPAP) and all state laws. This means properly identifying the assignment's intended use, intended users, and value definition, among other steps. Appraisers must also comply with any required continuing education to stay current. A failure to update practices (for example, still writing point-by-point narrative reports after USPAP removed that option) has been criticized as negligence (Source: <a href="mailto:appraisersblogs.com">appraisersblogs.com</a>) (Source: <a href="www.durkinvaluation.com">www.durkinvaluation.com</a>). Regular training and internal checklists help ensure reports meet standards.

- Clear Engagement Agreements: Before work begins, use a written engagement or contract. This should define the scope, limiting conditions, reliance clauses, fee terms, and any disclaimers (e.g. on hidden defects or third-party reliance). Strong contract language can deter frivolous claims and, as one analyst suggests, may even lead to early case dismissals on grounds of limited liability (Source: <a href="www.valuationlegal.com">www.valuationlegal.com</a>). Many carriers provide sample engagement letters. Ensure the contract discloses any exemptions (e.g. "no warranty on earthquake damage") and clarifies who is intended to use the report.
- Thorough Documentation: Insureon's guide highlights "detailed communication with clients" and record-keeping as a way to prevent misunderstandings (Source: <a href="https://www.insureon.com">www.insureon.com</a>). In practice, this means keeping clear written records of all client communications, notes from inspections (including photos), and work files justifying adjustments and conclusions. If a client's expectation differs from an outcome, documentation can show the appraiser behaved responsibly.
- Quality Control and Review: Some larger appraisal firms implement peer review or supervisory review processes: for example, a colleague or manager checks each
  report for errors or omissions. Even solo appraisers can self-audit using USPAP checklists or third-party software. Avoiding obvious mistakes (e.g., incorrect comparables,
  math errors) is the first line of defense.
- Client Screening and Communication: Appraisers should consider the character of clients and intended use. High-pressure scenarios (like a deal at deadline) may warrant an extra cautious approach or even politely declining the assignment. Keep clients informed about critical assumptions (e.g. condition, comps) surprises breed complaints. If an appraiser suspects a client might be dissatisfied (low tie-in between price and assessed value, for instance), it may be wise to make precautionary disclosures or get E&O pre-approval.
- Addressing Complaints Promptly: If any complaint or potential claim arises, notify the E&O carrier immediately (as policy terms require) (Source: <a href="www.liability.com">www.liability.com</a>).
   Late notice can jeopardize coverage. Prompt reporting allows the insurer to mobilize defense counsel sooner, possibly defusing issues at the complaint stage. Carriers emphasize that board complaints should not be hidden out of fear the insurer's legal experts can often handle state investigations authoritatively (Source: <a href="www.liability.com">www.liability.com</a>).
- Continuity of Coverage: Never allow gaps between policies. Always arrange renewal or tail coverage before canceling. A lapse can erase the retroactive date and invalidate coverage for prior work (Source: <a href="mailto:appraisersblogs.com">appraisersblogs.com</a>). This is a common pitfall for sole practitioners who mistakenly assume claims-made policies cover past work indefinitely.
- Utilize Carrier Risk Services: As noted, many providers include free loss control resources. Appraisers should take advantage: attend free webinars, read claim alert newsletters, and complete offered CE on liability avoidance. For instance, an OREP member gets 14 hours of E&O-related CE at no cost (Source: orep.org); LIA produces "Claims Alerts" sharing anonymized case studies (Source: www.liability.com). Even short CME modules on USPAP or emerging issues (Al/AVM usage, for example) can cut risk.

By embedding these practices, an appraiser demonstrably lowers the likelihood of errors – and can show underwriters that they are a lower-risk insured, potentially resulting in better renewal terms. Carriers often disclose that a "commitment to preventing claims" (through documentation and training) is rewarded with more competitive pricing (Source: <a href="isu-armac.com">isu-armac.com</a>) (Source: <a href="isu-armac.com">isu-ar

#### **Case Studies**

Below are illustrative examples of appraisal disputes, highlighting different facets of risk:

- Botched Wine Inventory Appraisal (2020): An asset-based lender, ACF FinCo, sued appraisal firm Great American for negligence, alleging its 2016–2018 inventories overvalued Terravant Wine's 500,000 gallons of wine. The first appraisal (2016) assumed full conversion of bulk wine to bottled cases (valued at \$17.3M), while a later 2018 appraisal reduced conversion to 30%, slashing inventory value to \$7.7M (Source: <a href="www.valuationlegal.com">www.valuationlegal.com</a>). The lender claimed a \$6.8M loss when Terravant defaulted. This case (NuevaLife Holdings v. Great American) centered on alleged methodology errors in valuing personal property. It is a reminder that E&O exposure extends beyond real estate to any valuation an appraiser performs. In such cases, the appraiser's insurer would defend the claim under commercial property appraisal coverage (if included) or general E&O if personal property endorsements apply. (The litigation is complex and still progressing; outcome is pending.) Importantly, Great American's defense strategy including emphasizing its engagement terms and assumed procedures may influence insurers' willingness to fund the defense.
- Alleged Appraisal Bias (2023): In Connolly et al. v. Lanham et al., home buyers sued appraiser Shane Lanham, claiming racial discrimination made their Baltimore home's 2021 valuation artificially low. The case gained national attention and even a U.S. Justice Dept. statement of interest. Ultimately, the federal court granted summary judgment for the appraiser (Source: www.appraisalinstitute.org) (Source: www.appraisalinstitute.org). The judge used the McDonnell-Douglas framework to note the plaintiffs made a prima facie case, but failed to show Lanham's nondiscriminatory rationale (based on location and comparable sales) was pretextual (Source: www.appraisalinstitute.org). Key to the defense was proving the appraisal adjustments were market-driven, not biased. The court's opinion underscores the high burden on claimants and implicitly validates sound appraisal methodology as a shield. From an insurance standpoint, Lanham's E&O policy would cover his defense costs. This case should reassure appraisers and insurers that methodical, well-documented reports rarely fail in court, even under intense scrutiny. (But it also highlights insurers now willing to underwrite some coverage for discrimination claims.)
- Typical Residential Error-Claim: Consider a simple scenario: An appraiser mistakenly measured the ground floor of a five-bedroom home as 1,800 sq ft, when it really was 2,300 sq ft. They submit a URAR report undervaluing the home by \$50,000. Five years later, the buyer sues the appraiser after default, claiming they could have gotten a better deal. While defense attorneys would point out the appraisal was only an opinion at a point in time, the insurer will still have to defend the appraiser. This kind of claim an honest mistake in measurement happens occasionally. It illustrates that even "low-level" negligence can trigger E&O involvement.
- Disciplinary Complaint Example: An appraiser faces a state board complaint (no actual discipline yet) for failing to follow a minor USPAP reporting rule. The appraiser notifies the insurer. For a carrier like OREP, this complaint would be triaged by their claims team. If coverage applies, the policy's disciplinary defense limit (\$10K in OREP's case (Source: orep.org) would pay for a lawyer to negotiate with the board. This shows another benefit of E&O: preserving licensure and reputation when regulators get involved, which in turn protects one's ability to earn.

Each case underscores the E&O role: to fund defense and negotiate resolution, mitigating financial ruin. The insurer's typical approach is to provide expert counsel, attempt early settlement if viable, and ultimately pay judgment or indemnity up to policy limits. The ongoing trend of class action style suits against appraisers for bias or conspiracy appears limited; most higher-profile cases have been single-claimant lawsuits or board referrals.

### **Implications and Future Outlook**

As we look to late 2025 and beyond, several factors will shape the appraisal E&O landscape:

- Regulatory Scrutiny of Valuations/Algorithms: The CFPB's recent proposals indicate that federal regulators are paying close attention to how automated models and Al are used in home valuations (Source: appraisaltoday.com). Proposed rules would enforce fairness and statistical validity on AVMs. For appraisers, this means increasing importance on documenting how any algorithmic tools were used (or not used) in value conclusions. Carriers will likely expect appraisers to validate AVM results, disclose their use, or disclaim them. The emphasis on "algorithmic fairness" suggests that even if an AVM is involved, appraisers must guard against embedded biases. In practice, E&O underwriters may start asking whether an appraiser uses any untested Al or third-party data feeds. Apps or startups that claim a home's value without inspection could face regulatory enforcement, which in turn could expand the market for licensed appraisers.
- Market Demand for Appraisals: The housing finance market is shifting. Fannie Mae and Freddie Mac have signaled that appraisals may no longer be automatic for all loans (Source: <a href="appraisaltoday.com">appraisaltoday.com</a>). In 2023, they declared an "appraisal alternative" regime aiming to reduce appraisal requirements on small loans. This could shrink demand for routine appraisals in the near term. However, it may drive demand for highest and best use analyses or more complex appraisals in portfolio lending, which have higher liability risk. Insurers should watch whether a reduced volume of standard work means a different risk profile (e.g. proportionally more non-lender or divorce appraisals).
- Insurance Market Dynamics: Globally, excess reinsurance capacity has reduced treaty rates in early 2025 (Source: <a href="www.reuters.com">www.reuters.com</a>). Carriers in professional liability are enjoying some cycle softening many reports in late 2024 showed rate increases slowing to mid-single digits. We can anticipate appraiser E&O rates to remain flat or even fall slightly if loss experiences remain benign. However, any large cat events (natural disasters affecting insured properties, or tech-driven mass suit) could reverse this trend. Carriers also continue to push for higher deductibles and stricter underwriting overall, so savvy appraisers should expect insurers to continue scrutinizing applications closely.
- Technological Advances: Mobile appraisal/detailing tools and Al assistance (e.g. sketch dimension apps, predictive analytics) are becoming common. While such tech can improve efficiency, it also introduces new liability if the tech is wrong. An appraiser relying on an app to measure might still be sued if that app miscalculates. Thus, carriers may incorporate questions about technology usage. On the positive side, some tech (drones, 3D scans) can provide better documentation another tool for risk mitigation if used correctly.
- Scope of Practice Changes: Increasingly, appraisers are branching into consulting roles (e.g. valuation for courts, taxation, or asset management). This broadening may require separate coverage or higher limits. Conversely, services like "appraisal reviews" or "appraisal desk audits" might require explicit endorsements if done frequently. Carriers in 2025 seem aware of these trends and are adjusting their target clients accordingly.
- Focus on Diversity and Training: In light of the nationwide attention to appraisal bias, many insurers and appraisal groups are investing in bias-awareness training for appraisers. Risk managers likely expect insureds to take at least basic courses on valuing diverse properties fairly. Some E&O carriers may eventually ask for evidence of such training as part of the risk profile.

In summary, the future is one of **gradual evolution** rather than revolution. The appraisal profession is slowly modernizing in response to market and regulatory shifts. E&O insurance will follow, by offering more tech-friendly coverage options (for example, adding cyber liability modules or reserving coverage for hybrid appraisals) and by fine-tuning underwriting criteria around new risks. For appraisers, the implication is clear: maintain high professional standards, stay abreast of changes (USPAP updates, Al usage), and keep E&O coverage current. Any gaps in these areas could leave an appraiser exposed.

#### Conclusion

Errors & Omissions insurance for appraisers is **in-depth and nuanced**, reflecting the complexity of valuation work. In 2025, appraisers have a rich menu of coverage options from specialized programs tailored to their needs. While premium costs for typical appraisers remain in the low hundreds annually, those costs can escalate sharply with company size, risk profile, or claims history. Successful risk management involves not just buying insurance, but exercising prudent appraisal practices: rigorous standards adherence, clear communication, and timely claims reporting.

The carrier market – a mix of experienced niche insurers and competitive digital brokers – continues to adapt. Appraisers should periodically compare programs in light of new options (e.g. discrimination coverage or broader business-owner bundles) and consider affiliations (RPG memberships, AMC partnerships) to optimize rates. Key underwriting factors to monitor include policy deductibles (NY's \$0 deductible rule, for instance), prior-act dates, and coverage scope (residential vs commercial licensing).

Finally, future outlook is cautiously optimistic. Broadly, professional liability pricing pressures are easing (Source: <a href="www.reuters.com">www.reuters.com</a>), and carriers are extending creative risk management support. However, appraisers must stay vigilant about emerging hazards – from algorithmic valuation critiques to climate-related asset risks. By combining comprehensive E&O insurance with sound appraisal judgment and education, appraisers can protect their practice and livelihood even in the face of evolving threats (Source: <a href="www.valuationlegal.com">www.valuationlegal.com</a>) (Source: <a href="www.insureon.com">www.insureon.com</a>). All stakeholders – appraisers, insurers, and regulators – seem aligned on one point: accurate, unbiased valuations are vital, and those performing them will need both high standards and adequate insurance in the years ahead.

**Sources:** Authoritative industry publications, insurer and broker reports, and legal case analyses were consulted throughout. All factual statements above are supported by the cited literature (Source: <a href="www.irmi.com">www.irmi.com</a>) (Source: <a href="www.irmi.com">orep.org</a>) (Source: <a href="www.irmi.com">www.irmi.com</a>) (Sourc

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