



**Property I.D.<sup>®</sup>**

C.L.U.E. Report

**SAMPLE**

**PROUDLY MADE IN THE USA**

**SUBJECT PROPERTY:**

1234 SAMPLE ST  
SAMPLETON, CA 91234  
APN  
SANTA CLARA COUNTY

**A 100% California Jobs Company<sup>™</sup>**

PROPERTY I.D. PLAZA, 1001 WILSHIRE BL., LOS ANGELES, CA 90017

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**WWW.PROPERTYID.COM**

**IMPORTANT NOTICE** *For the convenience of real estate agents, escrow officers, sellers and buyers, a disclosure receipt is provided herein. It is important that the recipient of the report acknowledge acceptance of the report by signing the receipt. Thereafter each party to the transaction may retain a copy of the receipt for their records.*

*When Printed by Property I.D. Corporation, three original copies of the report are issued for distribution to the parties involved in the transaction.*

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**C.L.U.E.<sup>®</sup>**  
**COMPREHENSIVE LOSS UNDERWRITING EXCHANGE**  
**INSURANCE CLAIMS HISTORY**

C.L.U.E., the Comprehensive Loss Underwriting Exchange, is a loss history information exchange developed by C.L.U.E. Inc. It enables insurance companies to access and use prior loss information in the underwriting process. Each month, participating insurers submit loss information to the C.L.U.E. information exchange.

The C.L.U.E. Risk Only Report is specifically designed for use in the real estate disclosure process. This report only lists losses reported by insurance companies that are associated with the risk address shown in the Search Section of the report.

**C.L.U.E. Reference #:** 14290231704109

**Order Date:** 10/17/2014

**PID Order ID:** 2839847

**Date Received:** 10/17/2014

**C.L.U.E. Account #:** 501951CAL

**Requestor:** Todorovic

**Risk Address:** 677 Yolo Ct , San Jose, CA 95136

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**SUMMARY: 4 CLAIMS REPORTED**

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**CLAIM # 1**

**C.L.U.E. File #:** 1225250050043154

**Company:** FIRE INS EXCHANGE

**Claim Date:** 2012-07-04 00:00:00

**Policy Type:** Tenant

**AM BEST #** 02172

**Additional Info:** Non Catastrophe

**Location:** Unknown

**Payments:**

**\$0.00** - Damage to property of others

**Status:** Closed

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**CLAIM # 2**

**C.L.U.E. File #:** 1231550070040073

**Company:** FIRE INS EXCHANGE

**Claim Date:** 2012-09-20 00:00:00

**Policy Type:** Tenant

**AM BEST #** 02172

**Additional Info:** Non Catastrophe

**Location:** Unknown

**Payments:**

**\$7000.00** - Fire

**Status:** Closed

**\$0.00** - Damage to property of others

**Status:** Closed

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**CLAIM # 3**

**C.L.U.E. File #:** 1210700070038740

**Company:** FIRE INS EXCHANGE

**Claim Date:** 2012-02-09 00:00:00

**Policy Type:** Tenant

**AM BEST #** 02172

**Additional Info:** Non Catastrophe

**Location:** Unknown

**Payments:**

**\$0.00** - Damage to property of others

**Status:** Closed

**\$4701.00** - Water

**Status:** Closed

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## CLAIM # 4

**C.L.U.E. File #:** 1222450060050108

**Company:** FIRE INS EXCHANGE

**Claim Date:** 2012-07-03 00:00:00

**Policy Type:** Tenant

**AM BEST #** 02172

**Additional Info:** Non Catastrophe

**Location:** Unknown

### Payments:

**\$0.00** - Theft/Burglary

**Status:** Subrogation

**\$2981.00** - Water

**Status:** Subrogation

**\$0.00** - Damage to property of others

**Status:** Subrogation

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**Prepared by:** COMPREHENSIVE LOSS UNDERWRITING EXCHANGE  
C.L.U.E. Inc., Atlanta, GA.

**For additional information contact:** LexisNexis Consumer Center  
P.O. Box 105108  
Atlanta, GA 30348  
Telephone: 1-888-497-0011

"C.L.U.E." is a registered trademark of LexisNexis Risk Solutions Inc.

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## FREQUENTLY ASKED QUESTIONS

### Q: Why is the C.L.U.E. information only available to the home seller? Why not the homebuyer?

**A:** C.L.U.E. information is consumer data, regulated by the Fair Credit Reporting Act (FCRA). The FCRA is very specific about access to and the use of information contained in the files of a Consumer Reporting Agency (like LexisNexis Risk Solutions, LLC). Along with other requirements, the FCRA requires that access to a consumer's file be limited to those with permissible purpose (an insurance agent/underwriter) and also the consumer (**owner** of the **property**). Any person accessing a C.L.U.E. Personal **Property** Report that does not have permissible purpose is in violation of the FCRA.

If you are a home buyer, ask the **property owner** to obtain the report by directing them to <https://personalreports.lexisnexis.com>. There, the home seller can obtain a Home Seller's Disclosure Report, providing a five year insurance loss history for a given address, without divulging personal and private information about the home seller. If the report for the **property** indicates that insurance losses have not occurred within the past five years, the buyer can feel comfortable that insurance loss history of the **property** should not impact the availability or pricing of Homeowners insurance. This may give your home an advantage over one where the insurance loss history is not known.

### Q: Do I have access to the C.L.U.E. information you maintain about me?

**A:** The Fair Credit Reporting Act ("FCRA") requires that a consumer reporting agency provide a copy of a consumer file to the subject consumer upon his/her request. The FCRA, as amended by the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act") enables consumers to receive one free disclosure of his/her file from certain types of consumer reporting agencies once per 12-month period.

If you want to order a copy of your free C.L.U.E. Auto or C.L.U.E. Personal Property report, you can contact C.L.U.E. Inc. via the Internet at <https://personalreports.lexisnexis.com> or by telephone at 1-866-312-8102.

### Q: How can I dispute loss history information on a C.L.U.E. report I received under the FACT Act?

**A: Upon review of your report**, if you believe any of the information on your **report** is incorrect or incomplete and you wish to file a dispute, or if the information is correct and you wish to include an explanation regarding such information on your **report**, please either write to us at the address below, or call us toll-free at 1-866-820-8976. Please include the following information in your correspondence:

- The C.L.U.E. reference number listed at the top of your **report**.
- The claim number and insurance company name associated with the loss you wish to dispute or explain.
- Whether you want to DISPUTE the loss record or EXPLAIN it.
- A BRIEF explanation of the facts, as you know them.

Any explanation for loss records that you submit will appear on all future **reports**.

For the loss records you dispute, we will contact the insurance company that provided us the information to notify them of your dispute. If the insurance company agrees with your dispute and informs us that the disputed information is inaccurate, we will update the loss record as directed. However, if the insurance company informs us that the disputed information is accurate, the information will remain unchanged. As stated above, if you wish to add a statement to a loss record, we will be happy to do so, upon your request.

**LexisNexis Consumer Center**  
**P.O. Box 105108**  
**Atlanta, GA 30348**  
**1-888-497-0011; Monday – Friday 8AM to 7PM EST**  
<https://personalreports.lexisnexis.com/>

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker) Representing Seller \_\_\_\_\_ Date \_\_\_\_\_

By (Associate Licensee or Broker) \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker) Representing Buyer \_\_\_\_\_ Date \_\_\_\_\_

By (Associate Licensee or Broker) \_\_\_\_\_ Date \_\_\_\_\_

## TERMS AND CONDITIONS

The Report is subject to each of the following Terms and Conditions. Each Recipient (as that term is defined below) of the Report hereby acknowledges and agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such Terms and Conditions. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are hereby incorporated by this reference into the Report. This Report is not an insurance policy.

The following persons or entities are deemed "Recipients" of this Report: (1) the seller of the real property that is the subject of the specific transaction for which this Report was issued; (2) that seller's agent and broker; (3) the buyer of the real property that is the subject of the specific transaction for which this Report was issued; (4) that buyer's agent and broker; and (5) the escrow officer and escrow company handling the specific transaction for which this Report was issued. This Report is for the exclusive use of the Recipients. No person or entity, other than the Recipients, shall be entitled to use or rely on the Report. This Report may not be used, referred to, or relied upon by any person or entity other than the Recipients. No person or entity, other than the Recipients, shall be deemed, treated, or considered to be a beneficiary (intended or otherwise) of this Report. Recipients are obligated to make disclosures that are within their actual knowledge. This Report has been issued in connection with a particular transaction for the sale of the real property described in the Report. The Report may only be used in connection with that particular transaction. If an escrow number has been provided to Property I.D., then this Report may only be used in connection with that particular escrow. The Report may not be used for any other transaction or escrow.

The Report may not be used, for any purpose, if the Recipients have not paid for the Report.

This Report is made for the real property specifically described in the Report (the "Subject Property"). The Subject Property shall not include any property beyond the boundaries of the real property described in the Report. The Subject Property shall not include any structures (whether located on the Subject Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

No determination is made and no opinion is expressed, or intended, by this Report concerning the right, entitlement, or ability to develop or improve the Subject Property. Property I.D. has no information concerning whether the Subject Property can be developed or improved. Property I.D. expresses no opinion or view, and assumes no responsibility, with respect to the development or improvement of the Subject Property.

No determination is made and no opinion is expressed, or intended, by this Report as to title to the Subject Property. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the Subject Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances.

No determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Subject Property, including, without limitation, habitability of structures or the Subject Property, suitability of the Subject Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. No determination is made and no opinion is expressed, or intended, by this Report concerning the marketability or value of the Subject Property. Property I.D. has not conducted any testing of the Subject Property. Property I.D. has not conducted any physical or visual examination or inspection of the Subject Property. This Report is not a substitute for a physical or visual examination or inspection of the Subject Property. If detailed on-site information regarding geologic, environmental, engineering, planning, or other professional studies is desired, Property I.D. recommends that an appropriate qualified professional consultant be retained.

No determination is made and no opinion is expressed, or intended, by this Report concerning the existence of hazardous or toxic materials or substances, or any other defects, on or under the Subject Property, unless specifically described in the Report.

No determination is made and no opinion is expressed, or intended, by this Report concerning any condition of the Subject Property, unless that condition is specifically described in the Report. The Report is intended to address only those matters expressly described in the text of the Report. The Report is not intended to address any matter (either expressly or impliedly) not specifically described in the text of the Report.

This Report is issued as of the date identified in the Report. Property I.D. shall have no obligation to advise any Recipient of any information learned or obtained after the date of the Report even if such information would modify or otherwise affect the Report. Subsequent to Property I.D.'s acquisition of Government Records, changes may be made to said Government Records and Property I.D. is not responsible for advising the Recipients of any changes. Property I.D. will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, Property I.D. is not liable for any impact on the Subject Property that any change to the Government Records may have.

No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake or flood insurance for the Subject Property. In preparing the Report, Property I.D. has accurately reported on information contained in Government Records. Property I.D. has reviewed and relied upon those Government Records specifically identified and described in the Report. Property I.D. has not reviewed or relied upon any Government Records that are not specifically identified in the Report. Property I.D. also has not reviewed any parcel maps, plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by Property I.D. If any Recipient has a question concerning the specific Government Records reviewed (or not reviewed) by Property I.D., then the Recipients should contact Property I.D.'s Customer Service Department at (800) 920-5603.

Mapped hazard zones may represent generalized hazard information. If the questionable edge of a hazard zone impacts any portion of the Property, the report will reflect that the Property is "IN" the zone. If the Subject Property shares a common area with other properties (examples include condominiums, planned developments, town homes, and mobile homes) and any portion of the common area of the complex in which the Subject Property is located is situated in the specified hazard zone, due to the quality and availability of the parcel boundary information supplied by the county, "IN" may be reported even if the property/unit/lot that is the subject of this report is itself not in the specified hazard zone. If the county's parcel boundaries include only the individual unit's boundaries and do not include common areas for which property owners may also be responsible, hazards that exist only in the common areas may not be reported as "IN". When found in the hazard determination the terms "zone", "area", or "mapped" are words strictly defined as geographic locations delineated by specific boundaries identified in the maps and/or data prepared by the applicable governmental agency.

Property I.D. has relied upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. Property I.D. assumes no responsibility for the accuracy of the Government Records identified in the Report.

To the extent that any Recipient has provided information to Property I.D. (including, without limitation, a legal description of the Subject Property), Property I.D. has relied upon that information in preparing this Report. Property I.D. has not conducted an independent investigation of the accuracy of the information provided by the Recipient. Property I.D. assumes no responsibility for the accuracy of information provided by the Recipient. Property I.D. shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.

Except as specifically described in the Report, Property I.D. makes no warranty or representation of any kind, express or implied, with respect to the Report. Property I.D. expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Property I.D. shall have no responsibility, or liability, for any lost profits, consequential damages, special damages, indirect damages, or incidental damages allegedly suffered as a result of the use of, or reliance on, the Report.

The Report shall be governed by, and construed in accordance with, the laws of the State of California.

This Report constitutes the entire, integrated agreement between Property I.D. and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.

Any dispute, controversy, or claim arising out of, or relating in any way, to the Report, shall be resolved by arbitration in Los Angeles, California, in accordance with the arbitration rules of the Judicial Arbitration and Mediation Service ("JAMS"). The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs, including, without limitation, the fees of the arbitrator.