

## 2012 NEBRASKA REAL ESTATE LICENSEES' ERRORS AND OMISSIONS PROGRAM

### OPTIONAL COVERAGES AVAILABLE

#### CONFORMITY ENDORSEMENT

In consideration of the additional premium paid to the Company for this Endorsement, it is understood and agreed as follows:

The terms and conditions of coverage herein shall be altered to conform to the minimum requirements established for real estate errors and omissions insurance by the State(s) listed below which have mandatory errors and omissions requirements, provided that: (1) the **Licensee** holds a current real estate license in the State(s) listed below; and (2) the negligent acts, errors or omissions (including **Personal Injuries**) arise out of the rendering of **Professional Services** in such State(s).

Applies to the following State(s):

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

G144149A26 (8-10)

#### DAMAGES AND CLAIM EXPENSES COVERAGE ENVIRONMENTAL ENDORSEMENT

In consideration of the additional premium paid to the Company, it is understood and agreed that Section VI., Exclusion P is amended by the addition of the following new paragraph:

Notwithstanding anything to the contrary, the Company will pay **Damages** and **Claim Expenses** up to, but not exceeding, \$5,000 for each **Claim** per **Licensee** alleging the **Insured's** failure to detect, report or assess the effects of or advise of the existence of pollutants, **Fungi**, or **Microbes**. The maximum amount payable pursuant to this Endorsement for **Damages** and **Claim Expenses** by reason of all **Claims** per **Licensee** shall not exceed \$10,000.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

GSL21007A26 (8-10)

#### FRANCHISE ENDORSEMENT

In consideration of the additional premium paid to the Company, it is understood and agreed as follows:

In the event that the **Licensee** is affiliated with \_\_\_\_\_, then \_\_\_\_\_ meets the definition of a **Real Estate Firm** under Section VIII. of the policy and therefore is covered under the definition of **Insured**, under Section VIII.

All other terms and conditions of the Policy remain unchanged.



**LIMITED CLAIM EXPENSES COVERAGE  
REAL ESTATE REGULATORY COMPLAINTS ENDORSEMENT**

In consideration of the additional premium paid to the Company, it is understood and agreed that Section IV., Supplementary Payments is amended by the addition of the following new paragraph:

The Company will pay a maximum of \$2,500 with respect to all **Claim Expenses** incurred in the handling of a complaint to a real estate regulatory board or commission as long as the complaint arises from an act, error or omission (including **Personal Injury**) in the performance of covered **Professional Services**. The Company, however, shall not pay any **Damages** arising from such complaints. The maximum amount payable during the **Individual Policy Period** for **Claim Expenses** pursuant to this Endorsement shall not exceed \$5,000 even if such complaint spans more than one **Individual Policy Period**.

If, during the **Individual Policy Period**, the **Insured** becomes aware of a complaint against the **Insured** filed before a real estate regulatory board or commission, then the **Insured** must give written notice to the Company immediately, but in no event more than ninety (90) days after the **Insured** becomes aware of such complaint. Such notice must include:

1. a completed Notice of Claim Form;
2. the name of the **Licensee**;
3. a copy of the complaint; and
4. the time, place, and details relating to the complaint.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

G144155A26 (8-10)

**OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT**

In consideration of the additional premium paid, it is agreed that the optional Extended Reporting Period as set forth in Section VII, paragraph B shall apply:

From: \_\_\_\_\_ To: \_\_\_\_\_

The optional Extended Reporting Period shall apply through the reporting period stated above unless the **Licensee** fails to pay the premium when due. Premium shall be:

1. due and payable as set forth in the Policy; and
2. fully earned by us on the effective date,

of the Extended Reporting Period as set forth above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

GSL21008A26 (8-10)