• *We put the **E**xperience and **O**ptions in E&O programs* •
502-897-1876 / 1-800-637-7319
2001 Lake Point Way, Louisville, KY 40223
P.O. Box 6709, Louisville, KY 40206-0709
www.risceo.com

NEBRASKA REAL ESTATE COMMISSION'S GROUP ERRORS & OMISSIONS INSURANCE PROGRAM
2-year group policy period (January 1, 2027 – January 1, 2029)

Administered by Rice Insurance Services Center, a Division of Accretive Specialty Insurance Solutions, LLC
and Issued by Continental Casualty Company

2027 OPTIONAL ENDORSEMENT OVERVIEW

APPRAISAL ENDORSEMENT

In consideration of the additional premium paid, it is understood and agreed that the policy is amended as follows:

I. The Section entitled **EXCLUSIONS**, the exclusion entitled Specified Activities, paragraph 2. is deleted in its entirety.

II. The Section entitled **EXCLUSIONS**, the exclusion entitled Commission and Fee Disputes is deleted in its entirety and replaced with the following:

disputes over commissions or fees between real estate brokers, real estate salespersons, and/or appraisers or disputes over commissions or fees involving lawsuits initiated by the **Insured**. This exclusion does not apply to disputes over commissions or fees involving counterclaims filed with the approval of the Company;

III. The Section entitled **DEFINITIONS**, is amended as follows:

A. The following new definition is added:

Appraisal Firm means a legal entity with which active, Nebraska licensed, certified, or credentialed real estate appraisers, as defined in the Nebraska Real Property Appraiser Act, are affiliated to provide real estate appraisal activity, as defined in the Nebraska Real Property Appraiser Act, and which employs the **Licensee**. **Appraisal Firm** does not include an appraisal management company, as defined in the Nebraska Appraisal Management Company Registration Act.

B. The definition of **Insured** is amended by the addition of the following:

Insured also means any **Appraisal Firm** the **Licensee** represents but only for its vicarious liability for negligent acts, errors, or omissions in the **Licensee's Professional Services** and only to the extent coverage would apply to the **Licensee** under this policy;

C. The definition of **Professional Services** is amended by the addition of the following:

Professional Services also means services performed by the **Licensee** as a Nebraska licensed or certified real estate appraiser, provided all necessary licenses are held by the **Licensee** at the time of the act, error, or omission giving rise to the **Claim**.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

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.

CNA86516NE (6-22)

SAMPLE

APPRAISER TRAINEE ENDORSEMENT

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

I. The Section of the policy entitled **DEFINITIONS**, the definition of **Insured** is amended by the addition of the following new language:

Insured also means the **Appraiser Trainees** listed in the Schedule below, but only while: (a) employed by the **Licensee** and acting under the **Licensee's** supervision and control; and (b) assisting the **Licensee** in the performance of the **Licensee's Professional Services** as a Nebraska licensed or certified real estate appraiser, provided that all necessary licenses are held by the **Licensee** at the time of the act, error, or omission giving rise to the **Claim**.

II. The Section of the policy entitled **DEFINITIONS** is amended by the addition of the following new definition:

Appraiser Trainee means an individual licensed as a registered associate real estate appraiser under the Nebraska Real Property Appraiser Act, who assists in the collection of data or preparation of an appraisal, is employed by the **Licensee**, and is under the **Licensee's** supervision or control, provided the **Appraiser Trainee** holds all necessary licenses at the time of the act, error, or omission giving rise to the **Claim**.

III. Solely with respect to a **Claim** made against an **Appraiser Trainee**:

A. This endorsement shall not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period; and

B. If, prior to the effective date of this endorsement, any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or any **Related Claim**.

IV. SCHEDULE OF APPRAISER TRAINEES:

_____

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.

CNA102450XX (9-21)

BACKDATE INDIVIDUAL POLICY PERIOD FOR SPECIFIED LICENSEE ENDORSEMENT

In consideration of the **Specified Licensee's** certification contained in the Request to Backdate Inception Date of **Individual Policy Period** form signed by such **Specified Licensee** on_____, it is understood and agreed that:

I. The **Individual Policy Period** set forth in such **Specified Licensee's** Certificate of Insurance is deleted in its entirety and replaced by the following:

Individual Policy Period: _____to _____

II. This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or any **Related Claim**.

III. As used in this endorsement, **Specified Licensee** means the **Licensee** identified in the Schedule below:

SCHEDULE:

_____

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.

CNA96803XX (10-20)

SAMPLE

CONFORMITY ENDORSEMENT

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

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

Applies to following States:

_____

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period**.

Only those terms and conditions specifically addressed in the minimum requirements of the statutes, rules, and regulations of the States listed above are altered.

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.

CNA99181XX (10-20)

CONTINGENT BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT

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

I. The Declarations Page is amended to include the following new Item:

SUBLIMITS **BODILY INJURY CLAIM/PROPERTY DAMAGE CLAIM:**

(a) $10,000 per **Licensee** per **Bodily Injury Claim** or **Property Damage Claim** (**Damages & Claim Expenses**)
(b) $10,000 Aggregate all **Bodily Injury Claims** and **Property Damage Claims** per **Licensee** (**Damages & Claim Expenses**)

II. The Section entitled **LIMITS OF LIABILITY** is amended as follows:

A. The following new Subsection is added:

The Company's Sublimit of Liability for **Damages** and **Claim Expenses** for each **Bodily Injury Claim** or **Property Damage Claim** per **Licensee** shall not exceed the per **Bodily Injury Claim** or **Property Damage Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** and **Claim Expenses** for all **Bodily Injury Claims** and **Property Damage Claims**, combined, per **License** shall not exceed the Aggregate **Bodily Injury Claims** and **Property Damage Claims** Sublimit set forth in the Declarations. **Damages** paid within the **Bodily Injury Claim**/**Property Damage Claim** Sublimits of Liability are included within, and not in addition to, the per **Claim** and the Aggregate Limits of Liability set forth in the Declarations.

B. Subsection I. is deleted in its entirety and replaced with the following:

I. Except with respect to a **Bodily Injury Claim** and **Property Damage Claim**, **Claim Expenses** are in addition to the Limits of Liability or Sublimits of Liability. The Company will not pay **Claim Expenses** in connection with covered **Bodily Injury Claims** or **Property Damage Claims** after the applicable Sublimits of Liability have been exhausted. The Company's payment of the applicable Limits of Liability or Sublimits of Liability ends the Company's duties to defend, pay **Damages**, and pay **Claim Expenses**.

III. The Section entitled **EXCLUSIONS** is amended as follows:

A. The exclusion entitled Bodily Injury is deleted in its entirety and replaced with the following:

Bodily Injury

SAMPLE

bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death of any person, except that this exclusion shall not apply to a **Bodily Injury Claim** or a **Property Damage Claim** until the **Bodily Injury Claim**/**Property Damage Claim** Sublimit of Liability has been exhausted;

B. The exclusion entitled Property Damage is deleted in its entirety and replaced with the following:

Property Damage

physical injury to, destruction, or loss of use of tangible property, except that this exclusion shall not apply to (1) a **Lock Box Claim** until the **Lock Box Claim** Sublimit of Liability has been exhausted, (2) an **Environmental Claim** until the **Environmental Claim** Sublimit of Liability has been exhausted; or (3) a **Bodily Injury Claim** or **Property Damage Claim** until the **Bodily Injury Claim**/**Property Damage Claim** Sublimit of Liability has been exhausted;

C. Solely with respect to the coverage provided by this endorsement, the following new exclusions are added:

Motor Vehicle

the ownership, maintenance, operation, use, entrustment to others, loading, or unloading of any motor vehicle, aircraft or watercraft, operated by, rented or loaned to any **Insured**;

Workers Compensation

any act or omission for which any **Insured** could be held liable under any workers compensation, unemployment compensation, or disability benefits law or under any similar law;

Employee of Insured

bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death of any employee of the **Insured**, arising out of his or her employment by the **Insured** or to any obligation of the **Insured** to indemnify or contribute with another employer because of damages arising out of such injury or death;

IV. The Section entitled **DEFINITIONS** is amended as follows:

A. The definition of **Claim**, is amended by the addition of the following:

Claim also includes a **Bodily Injury Claim** and a **Property Damage Claim**.

B. Solely with respect to the coverage provided by this endorsement, the following new definitions are added:

Bodily Injury Claim means:

1. a written demand for money or services received by the **Insured**; or
2. service of a lawsuit or institution of arbitration or mediation proceedings against the **Insured**; seeking **Damages** and alleging a negligent act, error, or omission in the **Licensee's** performance of or failure to perform **Professional Services** that resulted in bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death of any person, provided that:
   a. the **Claim** results solely from a negligent act, error or omission committed by the **Licensee** while performing **Professional Services**;
   b. such negligent act, error or omission was a proximate cause of the bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death; and
   c. \ there is no other policy that is applicable to such **Claim**.

Property Damage Claim means:

1. a written demand for money or services received by the **Insured**; or
2. service of a lawsuit or institution of arbitration or mediation proceedings against the **Insured**; seeking **Damages** and alleging a negligent act, error, or omission in the **Licensee's** performance of or failure to perform **Professional Services** that resulted in physical injury to, destruction of, or loss of use of tangible property, provided that:
   a. the **Claim** results solely from a negligent act, error or omission committed by the **Licensee** while performing **Professional Services**,
   b. such negligent act, error or omission was a proximate cause of the physical injury to, destruction of, or loss of use of tangible property; and
   c. there is no other policy that is applicable to such **Claim.**

SAMPLE

V. This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then the coverage provided by this endorsement shall not apply to such **Claim** or **Related Claim**.

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.

CNA86522NE (9-24)

DEVELOPED/CONSTRUCTED BY SPOUSE ENDORSEMENT

In consideration of the additional premium paid, solely with respect to a **Developed/Constructed by Spouse Claim**, it is understood and agreed that:

I. The Declarations Page of the policy is amended to include the following new Item:

SUBLIMITS DEVELOPED/CONSTRUCTED BY SPOUSE:
(a) $100,000 per **Licensee** per **Developed/Constructed by Spouse Claim** (**Damages**)
(b) $300,000 Aggregate all **Developed/Constructed by Spouse Claims** per **Licensee** (**Damages**)

II. The Section of the policy entitled **LIMITS OF LIABILITY** is amended to include the following:

The Company's Sublimit of Liability for **Damages** for each **Developed/Constructed by Spouse Claim** per **Licensee** shall not exceed the per **Developed/Constructed by Spouse Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** for all **Developed/Constructed by Spouse Claims** per **Licensee**, for each **Annual Policy Term**, shall not exceed the Aggregate **Developed/Constructed by Spouse Claim** Sublimit set forth in the Declarations. **Damages** paid within the **Developed/Constructed by Spouse Claim** Sublimits of Liability are included within, and are not in addition to, the per **Claim** Limit of Liability and the Aggregate Limit of Liability set forth in Item 3 of the Declarations.

III. The Section of the policy entitled **EXCLUSIONS**, the exclusion entitled Developed / Constructed Property, is amended by the addition of the following exception to the exclusion:

Except that this exclusion shall not apply to a **Developed/Constructed by Spouse Claim** until the **Developed/Constructed by Spouse Claim** Sublimit of Liability has been exhausted, provided that:

1. the **Licensee** was not involved in the construction or development and had no ownership or financial interest in the property (other than a marital interest);
2. the **Licensee** did not own or control more than a twenty-five percent (25%) ownership interest in the entity, corporation, partnership, or trust that constructed or developed the property;
3. a home warranty was purchased by or for the buyers prior to closing;
4. prior to closing, if required by law, a seller disclosure form was signed by the buyers and sellers;
5. prior to closing, the **Licensee's** relationship to the **Licensee's** spouse or **Domestic Partner** was disclosed and acknowledged in writing by all parties to the sale or listing for sale;
6. prior to closing, the **Licensee's** spouse's or **Domestic Partner's** role as builder or developer or the **Licensee's**, the **Licensee's** spouse's, or the **Licensee's Domestic Partner's** ownership or financial interest in the entity, partnership, corporation, or trust that built or developed the property was disclosed and acknowledged in writing by the buyers;
7. prior to closing, a written home inspection report was (i) obtained by or for the buyers; (ii) from an inspector duly licensed under State law who is not related to or affiliated with an **Insured**; **Insured's** spouse, or **Domestic Partner**; or an entity, partnership, or trust in which an **Insured** or **Insured's** spouse or **Domestic Partner** owned or controlled a financial or ownership interest; and (iii) acknowledged in writing by all buyers;
8. if applicable, a State or local board approved standard listing agreement and a State or local board approved standard sales contract was utilized; and
9. the sale or listing for sale was performed under and subject to applicable real estate license law.

IV. The Section of the policy entitled **DEFINITIONS** is amended by the addition of the following new definitions:

Developed/Constructed by Spouse Claim means a **Claim** arising from the sale or listing for sale of **Residential Property** constructed or developed by any of the following: the **Licensee's** spouse; the **Licensee's Domestic Partner**;

SAMPLE

or any entity, corporation, partnership, or trust in which the **Licensee's** spouse, or **Domestic Partner** owned or controlled more than a twenty-five percent (25%) financial or ownership interest.

Residential Property means a single-family residence or multi-family residences with four (4) or fewer units other than the **Licensee's Primary Residence**.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

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.

CNA109250NE (9-24)

FRANCHISE ENDORSEMENT
(Vicarious Liability)

In consideration of the premium paid for this policy, 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. DEFINITIONS** of the policy and, such entity shall therefore be an **Insured** as provided in the definition of **Insured**, paragraph 5.

There shall be no coverage afforded to such entity as a result of its independent acts, errors, or omissions.

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.

CNA99565XX (10-20)

INCREASED LIMITS OF LIABILITY ENDORSEMENT
$250,000 PER CLAIM / $750,000 AGGREGATE ALL CLAIMS

In consideration of the additional premium paid, it is understood and agreed that the following amendment is made to the policy Declarations page only as respects the **Licensee** named in the Schedule below and only as respects a **Claim** first made against such **Licensee** and reported to the Company in writing after the effective date of this Endorsement and before the expiration date of the **Individual Policy Period**:

ITEM 3. LIMITS OF LIABILITY of the Declarations is deleted in its entirety and replaced by the following:

ITEM 3. LIMITS OF LIABILITY	(a)	$250,000 per **Licensee** per **Claim** (**Damages**)
	(b)	$750,000 Aggregate all **Claims** per **Licensee** (**Damages**)

Nothing herein shall serve to increase any Sublimits of Liability shown on the Declarations page or any amounts provided under the Section of the policy entitled **SUPPLEMENTARY PAYMENTS**.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

SCHEDULE:

_____

All other terms and conditions of the Policy remain unchanged.

SAMPLE

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.

CNA99357XX (8-20)

INCREASED LIMITS OF LIABILITY ENDORSEMENT
$500,000 PER CLAIM / $1,000,000 AGGREGATE ALL CLAIMS

In consideration of the additional premium paid, it is understood and agreed that the following amendment is made to the policy Declarations page only as respects the **Licensee** named in the Schedule below and only as respects a **Claim** first made against such **Licensee** and reported to the Company in writing after the effective date of this Endorsement and before the expiration date of the **Individual Policy Period**:

ITEM 3. LIMITS OF LIABILITY of the Declarations is deleted in its entirety and replaced by the following:

ITEM 3. LIMITS OF LIABILITY	(a)	$500,000 per **Licensee** per **Claim** (**Damages**)
	(b)	$1,000,000 Aggregate all **Claims** per **Licensee** (**Damages**)

Nothing herein shall serve to increase any Sublimits of Liability shown on the Declarations page or any amounts provided under the Section of the policy entitled **SUPPLEMENTARY PAYMENTS**.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

SCHEDULE:

_____

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.

CNA99357XX (8-20)

OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

In consideration of the additional premium paid, it is understood and agreed that the following Optional Extended Reporting Period as set forth in the Section of the policy entitled **EXTENDED REPORTED PERIODS**, Paragraph B, shall apply:

From:_____ To: _____

The Optional Extended Reporting Period set forth above shall apply unless the **Insured** fails to pay the premium when due. The premium for the Optional Extended Reported Period shall be:

1. due and payable as set forth in the policy; and
2. fully earned by the Company on the inception date of the Optional Extended Reporting Period as set forth above and no refunds will be permitted after that time.

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.

CNA96138XX (10-20)

SAMPLE