CONTINENTAL CASUALTY COMPANY

(A stock insurance company, hereinafter called the "Company")

Administrative Office:
Post Office Box 6709
Louisville, Kentucky 40206-0709
(502) 897-1876 (800) 637-7319

REAL ESTATE LICENSEES ERRORS AND OMISSIONS

DECLARATIONS

THIS IS A CLAIMS-MADE POLICY. PLEASE READ THIS POLICY CAREFULLY.

NOTICE: THIS IS A CLAIMS-MADE POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THIS COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** WHICH ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE COMPANY WHILE THE POLICY IS IN FORCE.

POLICY NUMBER:		**27 EO 0034SD**
ITEM 1.	**POLICYHOLDER:**	The South Dakota Real Estate Commission on behalf of its licensees who hold an active real estate license under SDCL 36-21A and who have paid the required premium 217 West Missouri Avenue, Pierre, South Dakota 57501
ITEM 2.	**GROUP POLICY PERIOD:**	From January 1, 2027 to January 1, 2028 (12:01 A.M. Standard Time at the address stated in Item 1)
ITEM 3.	**LIMITS OF LIABILITY:**	(a) $100,000 per **Licensee** per **Claim** (**Damages**) (b) $500,000 Aggregate all **Claims** per **Licensee** (**Damages**)
ITEM 4 a.	**SUBLIMITS DISCRIMINATION:**	(a) $25,000 per **Licensee** per **Discrimination Claim** (**Damages**) (b) $25,000 Aggregate all **Discrimination Claims** per **Licensee** (**Damages**)
ITEM 4 b.	**SUBLIMITS ENVIRONMENTAL:**	(a) $10,000 per **Licensee** per **Environmental Claim** (**Damages**) (b) $20,000 Aggregate all **Environmental Claims** per **Licensee** (**Damages**)
ITEM 4 c.	**SUBLIMITS ESCROW:**	(a) $5,000 per **Licensee** per **Escrow Claim** (**Damages**) (b) $10,000 Aggregate all **Escrow Claims** per **Licensee** (**Damages**)
ITEM 4 d.	**SUBLIMITS LOCK BOX:**	(a) $5,000 per **Licensee** per **Lock Box Claim** (**Damages**) (b) $10,000 Aggregate all **Lock Box Claims** per **Licensee** (**Damages**)
ITEM 5.	**DEDUCTIBLES:**	
	DAMAGES	$1,000 each **Claim**
	CLAIM EXPENSES	$500 each **Claim**
ITEM 6.	**PREMIUM:**	$196.00 per year per **Licensee**
ITEM 7.	**RETROACTIVE DATE:**	As determined for each **Insured** according to the policy This insurance does not apply to any **Claim** made against the **Insured** based upon, arising out of, or attributable to any negligent act, error, or omission or **Discriminatory Conduct** committed or alleged to have been committed prior to the **Retroactive Date** listed above.

ITEM 8. OPTIONAL EXTENDED REPORTING ADDITIONAL PREMIUM: One Year is 100% expiring premium ($196.00), plus any applicable endorsement premium; two years is 150% expiring premium ($294.00), plus any applicable endorsement premium; three years is 200% expiring premium ($392.00) plus any applicable endorsement premium.

The Declarations and the forms listed and attached hereto, together with the completed and signed application shall constitute the contract between the **Insured** and the Company.

Authorized Representative

January 1, 2027

Date

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REAL ESTATE LICENSEES ERRORS AND OMISSIONS POLICY

NOTICE

THIS INSURANCE IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, COVERAGE UNDER THIS MASTER POLICY IS LIMITED TO LIABILITY ONLY FOR THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE COMPANY DURING THE **INDIVIDUAL POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD. NO COVERAGE EXISTS FOR **CLAIMS** FIRST MADE AGAINST THE **INSURED** BEFORE THE BEGINNING OR AFTER THE END OF THE **INDIVIDUAL POLICY PERIOD**. PLEASE REVIEW THIS MASTER POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

INSURING AGREEMENT

I. COVERAGE

The Company will pay **Damages** in excess of the **Damages** Deductible, which the **Insured** becomes legally obligated to pay as a result or by reason of a **Claim**, so long as the **Claim** is first made against the **Insured** during the **Individual Policy Period** and reported to the Company in writing during the **Individual Policy Period**, unless an Extended Reporting Period applies, provided that:

A. the negligent act, error, or omission or **Discriminatory Conduct** giving rise to the **Claim** was committed or alleged to have been committed after the **Retroactive Date** and

B. prior to the inception date of the **Individual Policy Period**, no **Insured** had a basis to believe that any such negligent act, error, or omission; **Discriminatory Conduct**; or **Related Act, Error, or Omission** might reasonably be expected to be the basis of a **Claim** against the **Insured**.

The Company has the right and duty to defend the **Insured** against any **Claim** seeking **Damages** covered by this policy until the applicable Limits of Liability or Sublimits of Liability are exhausted. The Company has the right to select counsel; investigate the circumstances of the **Claim**; and pay judgments, settlements, and **Claim Expenses** as the Company deems necessary. In the event a **Claim** is subject to arbitration or mediation, the Company is entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of any arbitration or mediation proceeding. The Company has no duty to defend any **Claim** not covered by this policy.

The Company will not settle any **Claim** without the consent of the **Insured**, which consent shall not be unreasonably withheld. If the Company recommends a settlement to the **Insured** which is agreeable to the claimant and the **Insured** does not agree to settle, the Company's applicable Limits of Liability or Sublimits of Liability are reduced to the total amount for which the **Claim** could have been settled. The maximum amount the Company will pay in the event of any later settlement or judgment is the amount for which the **Claim** could have been settled plus the amount of **Claim Expenses** incurred up to the time the Company made the recommendation, less any applicable deductible.

II. LIMITS OF LIABILITY

The Declarations sets forth the Company's Limits of Liability and Sublimits of Liability for the **Licensee**. The Limits of Liability and Sublimits of Liability are in excess of the **Damages** Deductible. All other persons or organizations included under the definition of **Insured** share such Limits of Liability and Sublimits of Liability with the **Licensee**. The Limits of Liability and Sublimits of Liability apply regardless of the number of **Claims** made or the number of persons or organizations making **Claims** against the **Insured**. If **Related Claims** are subsequently made against any **Insured** and reported to the Company timely, all such **Related Claims**, whenever made, shall be considered a single **Claim** first made within the **Individual Policy Period** in which the earliest of the **Related Claims** was first made.

A. Subject to the paragraphs below, the Company's Limits of Liability for **Damages** for each **Claim** shall not exceed the per **Claim** Limit stated in the Declarations.

B. The Company's Limit of Liability for **Damages** for all **Claims** per **Licensee** shall not exceed the Aggregate Limit stated in the Declarations.

C. The Company's Sublimit of Liability for **Damages** for each **Discrimination Claim** per **Licensee** shall not exceed the per **Discrimination Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** for all **Discrimination Claims** per **Licensee** shall not exceed the Aggregate **Discrimination Claim** Sublimit set forth in the Declarations. **Damages** paid within the **Discrimination Claim** Sublimits of

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Liability are included within, and not in addition to, the per **Claim** Limit of Liability and the Aggregate Limit of Liability under Item 3 of the Declarations.

D. The Company's Sublimit of Liability for **Damages** for each **Environmental Claim** per **Licensee** shall not exceed the per **Environmental Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** for all **Environmental Claims** per **Licensee** shall not exceed the Aggregate **Environmental Claim** Sublimit set forth in the Declarations. **Damages** paid within the **Environmental Claim** Sublimits of Liability are included within, and not in addition to, the per **Claim** Limit of Liability and the Aggregate Limit of Liability under Item 3 of the Declarations.

E. The Company's Sublimit of Liability for **Damages** for each **Escrow Claim** per **Licensee** shall not exceed the per **Escrow Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** for all **Escrow Claims** per **Licensee** shall not exceed the Aggregate **Escrow Claim** Sublimit set forth in the Declarations. **Damages** paid within the **Escrow Claim** Sublimits of Liability are included within, and not in addition to, the per **Claim** Limit of Liability and the Aggregate Limit of Liability under Item 3 of the Declarations.

F. The Company's Sublimit of Liability for **Damages** for each **Lock Box Claim** per **Licensee** shall not exceed the per **Lock Box Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** for all **Lock Box Claims** per **Licensee** shall not exceed the Aggregate **Lock Box Claim** Sublimit set forth in the Declarations. **Damages** paid within the **Lock Box Claim** Sublimits of Liability are included within, and not in addition to, the per **Claim** Limit of Liability and the Aggregate Limit of Liability under Item 3 of the Declarations.

G. In addition to the applicable Limits of Liability or Sublimits of Liability, the Company will pay **Claim Expenses** in connection with covered **Claims**. **Claim Expenses** are in addition to the Limits of Liability or Sublimits of Liability and are excess of the **Claim Expenses** Deductible. 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**.

H. If a **Claim** involves coverage issued to two or more **Licensees**, the amount paid by the Company on behalf of all **Insureds** under each **Licensee's** coverage shall be prorated in relationship to the amount awarded against each such **Insured**, but in no event shall the amount paid by the Company for all **Insureds** under each **Licensee's** coverage exceed the per **Licensee** Limits of Liability shown on the Declarations.

I. Limits of Liability and Sublimits of Liability are not renewed or increased by virtue of the operation of the Automatic or Optional Extended Reporting Period.

III. DEDUCTIBLES

The **Insured** shall pay the **Damages** Deductible and the **Claim Expenses** Deductible, as stated in the Declarations, for each **Claim**. However, no **Claims Expenses** Deductible applies with respect to any **Lock Box Claim**, but such **Lock Box Claim** shall be subject to a **Damages** Deductible of $250 per **Lock Box Claim**.

The **Damages** Deductible shall apply to the payment of **Damages**. The Company's obligation to pay **Damages** begins only after the **Insured** has paid the **Damages** Deductible. The **Claim Expenses** Deductible shall apply to the payment of **Claim Expenses**. The Company is obligated to pay **Claim Expenses** in excess of the **Claim Expenses** Deductible. The Company may pay any part or all of the **Damages** Deductible or **Claim Expenses** Deductible to settle, defend, or investigate a **Claim**. In such case, the **Insured** must promptly reimburse the Company any amount of the **Damages** Deductible or **Claim Expenses** Deductible paid by the Company. In the event the **Insured** does not reimburse the Company within sixty (60) days, the Company will be entitled to recover reasonable costs and attorney fees incurred in collecting such reimbursement.

If a **Claim** involves two or more **Insureds** or **Licensees** who are affiliated with the same **Real Estate Firm**, only one Deductible applies and the Deductible amount will be shared equally by all such persons. Payment of the Deductible is the joint and several liability of all such persons, but collection of the Deductible will be the responsibility of the **Real Estate Firm's** responsible broker, as defined in SDCL 36-21A-1(16), notwithstanding any agreements that may exist between the responsible broker and the **Real Estate Firm**, broker associates, real estate salespersons, auctioneers, property managers, or residential rental agents.

IV. SUPPLEMENTARY PAYMENTS

Payments made under this section are not subject to the **Damages** Deductible or the **Claim Expenses** Deductible. In addition to the Limits of Liability and Sublimits of Liability, the Company will pay the following:

A. Premiums on appeal bonds and bonds to release attachments. Premiums are limited to bonds no larger than the Company's remaining Limits of Liability or Sublimits of Liability. Obtaining the bond is not the Company's obligation.

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B. $250 for each day the **Insured** attends a trial or hearing in a civil lawsuit covered under this policy; however, attendance must be at the Company's request. In no event shall the amount payable under this provision exceed a $5,000 Aggregate Limit during the **Individual Policy Period**. In addition, the $5,000 limit is the maximum the Company will pay even if such trial or hearing spans more than one **Individual Policy Period**.

C. Postjudgment interest on that portion of any judgment to which this insurance applies and which accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited, whether in court or otherwise, that part of the judgment for which the Company is responsible.

D. If the **Insured** receives a subpoena for documents or testimony arising out of **Professional Services** and would like the Company's assistance in responding to the subpoena, the Company will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** deposition and while providing trial testimony pursuant to the subpoena, provided that:

1. the **Insured** notifies the Company within 20 days of first receiving such subpoena and provides the Company with a copy of such subpoena;
2. the subpoena arises out of a lawsuit to which the **Insured** is not a party;
3. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past;
4. the underlying lawsuit relates to **Professional Services** and does not involve **Professional Services** to which Exclusion J would apply; and
5. the **Professional Services** occurred after the **Licensee's Retroactive Date**.

The amount payable under this provision shall be subject to a $2,500 Aggregate Limit during the **Individual Policy Period**. In addition, the $2,500 Aggregate Limit is the maximum the Company will pay even if the subpoena, action requested thereby, or underlying suit spans more than one **Individual Policy Period**. Any written notice to the Company of a subpoena shall be deemed notification of a circumstance under **Section XII. CIRCUMSTANCE REPORTING**.

E. The Company will pay a maximum of $2,500 with respect to **Claim Expenses** incurred in the handling of a complaint to a real estate regulatory board or commission, provided that:

1. The complaint arises from an act, error, or omission or **Discriminatory Conduct** that would otherwise be covered by the policy;
2. the **Professional Services** occurred after the **Licensee's Retroactive Date**; and
3. the **Insured** notifies the Company within 20 days of receipt of such complaint and provides the Company with a copy of such complaint.

The maximum amount payable during the **Individual Policy Period** for **Claim Expenses** pursuant to this paragraph shall not exceed $5,000, even if such complaint spans more than one **Individual Policy Period**. The Company shall not pay any **Damages** arising from such complaints. Any written notice to the Company of a complaint to a real estate regulatory board or commission shall be deemed notification of a circumstance under **Section XII. CIRCUMSTANCE REPORTING**.

F. The Company will pay a maximum of $5,000 to the **Real Estate Firm** as reimbursement for costs incurred to provide notification to individuals or entities whose **Confidential Commercial Information** or **Non-Public Personal Information** may have been breached, used in an unauthorized manner, or disclosed, provided that:

1. the **Confidential Commercial Information** or **Non-Public Personal Information** was gathered in the course an **Insured's** rendering of **Professional Services**;
2. the notification to individuals or entities is required to effect compliance with a **Security Breach Notice Law**;
3. the **Insured** first discovers and reports to the Company such breach, unauthorized use, or disclosure during the **Individual Policy Period**;
4. prior to the inception date of the **Individual Policy Period**, no **Insured** had knowledge of the breach, unauthorized use, or disclosure; and
5. the breach, unauthorized use, or disclosure occurred after the **Retroactive Date**.

The amount payable during the **Individual Policy Period** under this provision shall be subject to a $5,000 Aggregate Limit per **Real Estate Firm** regardless of the number of **Insureds** or **Licensees** affiliated with the **Real Estate Firm**. In addition, the $5,000 Aggregate Limit is the maximum the Company will pay even if the security breach or the notice to individuals or entities spans more than one **Individual Policy Period**. The Company has no duty to pay **Damages** or defend any **Insured** for the actual or potential breach, unauthorized use, or disclosure of **Confidential Commercial Information** or **Non-Public Personal Information**.

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V. TERRITORY

A. If the **Licensee** is domiciled in the State of South Dakota, then this policy applies to **Professional Services** performed anywhere in the world, provided that:
   1. the **Licensee** will be covered for **Professional Services** performed outside the State of South Dakota only if the **Licensee** is duly licensed in such jurisdiction and the services performed would require a license pursuant to the laws of South Dakota had the acts been performed in South Dakota, and
   2. the **Claim** arising out of the rendering of such **Professional Services** is brought within the United States of America, its territories or possessions.

B. If the **Licensee** is not domiciled in the State of South Dakota, then this policy and the coverage provided hereunder applies only to **Professional Services** performed in South Dakota. The **Claim** arising out of the rendering of such **Professional Services** must be brought within the United States of America, its territories or possessions.

C. For purposes of this section, a **Licensee** who is not domiciled in the State of South Dakota shall be treated as domiciled in the State of South Dakota if the **Licensee's Principal Real Estate License** is affiliated with a real estate office located in the State of South Dakota and the **Licensee** resides within fifty (50) miles of the South Dakota state line.

VI. EXCLUSIONS

This insurance does not apply to any **Claim** alleging, arising from, or related to:

A. Fraudulent or Dishonest Acts

fraudulent, dishonest, criminal, or malicious acts committed by the **Insured**, at the **Insured's** direction, with the **Insured's** knowledge, or by anyone for whose acts the **Insured** is legally responsible;

B. Insolvency

the insolvency of the **Insured**;

C. Failure to Pay or Collect

the failure to pay, collect, or return insurance premiums, escrow monies, earnest money deposits, security deposits, tax money, or commissions, except that this exclusion shall not apply to an **Escrow Claim** until the **Escrow Claim** Sublimit of Liability has been exhausted;

D. Wrongful Termination

the wrongful termination of employment, breach of an employment contract, or other employment disputes;

E. Bodily Injury

bodily injury, sickness, disease, mental anguish, pain or suffering, emotional distress, or death of any person;

F. Property Damage

physical injury to, destruction, or loss of use of tangible property, except that this exclusion shall not apply to a **Lock Box Claim** until the **Lock Box Claim** Sublimit of Liability has been exhausted or to an **Environmental Claim** until the **Environmental Claim** Sublimit of Liability has been exhausted;

G. Unfair Competition

unfair competition, piracy, advertising injury, or theft or wrongful taking of concepts or other intellectual property;

H. Libel or Slander

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libel, slander, defamation of character, disparagement, detention, humiliation, sexual harassment, false arrest or imprisonment, wrongful entry or eviction, violation of the right to privacy or malicious prosecution, personal injury, or other invasion of rights to private occupancy;

I. Discrimination

discrimination on the basis of race, color, creed, national origin, sex, religion, age, sexual preference, marital status, any mental or physical handicap or disease, or any other unlawful discrimination category, except that this exclusion shall not apply to a **Discrimination Claim** until the **Discrimination Claim** Sublimit of Liability has been exhausted;

J. Owned or Purchased Property

1. **Professional Services** relating to property in which any of the following had more than a 25% ownership or financial interest: an **Insured**; **Insured's** spouse; or any entity, partnership, or trust in which the **Insured** or **Insured's** spouse owned or controlled more than 25% ownership or financial interest; or

2. **Professional Services** relating to property purchased or attempted to be purchased by any of the following: an **Insured**; **Insured's** spouse; or any entity, partnership, or trust in which the **Insured** or **Insured's** spouse owned or controlled more than 25% ownership or financial interest;

however, this exclusion does not apply to:

a. any **Claim** arising from the sale of property acquired by the **Insured** pursuant to a guaranteed sale listing contract. The guaranteed sale listing contract must be a written agreement between the **Insured** and the seller of a property in which the **Insured** agrees to purchase the property if it is not sold under the listing agreement in a specified time. For coverage to apply, the **Insured** must hold title to the property for less than one (1) year and must continually offer it for sale; or

b. the sale or listing for sale of residential property which is the **Licensee's Primary Residence**, provided such sale or listing for sale is performed under the **Licensee's** real estate license and supervised by the **Licensee's** responsible broker, as defined in SDCL 36-21A-1(16), or firm;

K. Developed/Constructed Property

Professional Services relating to property developed or constructed by any of the following: an **Insured**; **Insured's** spouse; or any entity, partnership, or trust in which the **Insured** or **Insured's** spouse owned or controlled more than 15% financial interest;

L. Statutory Violations

violation of the Employee Retirement Income Security Act of 1974, the Securities Act of 1933, the Securities Exchange Act of 1934, any state Blue Sky or securities laws, or amendments thereto;

M. Maintenance of Insurance

failure by an **Insured** to provide or maintain insurance;

N. Specified Activities

the **Insured's** activities as:

1. a lawyer, title agent, mortgage banker, mortgage broker or correspondent, escrow agent, construction manager, property developer, or insurance agent, except that the escrow agent portion of this exclusion shall not apply to an **Escrow Claim** until the **Escrow Claim** Sublimit of Liability has been exhausted or

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2. an appraiser, if the appraisal activity performed requires licensing or certification other than a real estate license;

O. Real Estate Investment Trusts

activities involving a property syndication, partnership, limited partnership, or real estate investment trust in which any **Insured** has, or had, a direct or indirect interest in the profits or losses;

P. Contractual Liability

liability assumed by any **Insured** under any contract, indemnity agreement, purchase agreement, hold harmless clause, or other similar agreement unless such liability would have attached to the **Insured** in the absence of such contract;

Q. Pollution/Mold/Fungi

whether suddenly or over a long period of time:

1. the actual, alleged, or threatened emission, discharge, dispersal, seepage, release, or escape of **Pollutants**, asbestos, radon, or lead;
2. the actual or alleged failure to detect, disclose, report, test for, monitor, clean, remove, contain, dispose of, treat, detoxify, or neutralize, or in any way respond to, assess the effects of, or advise of the existence of **Pollutants**;
3. any nuclear reaction, nuclear radiation, or radioactive contamination or any act, condition, or pollution incidental to the foregoing; or
4. the actual or alleged:
   a. or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth of, or presence of or
   b. failure to detect, report, test for, monitor, clean, remove, contain, dispose of, treat, detoxify, or neutralize, in any way respond to, assess the effects of, or advise of the existence of

   any **Fungi** or **Microbes** or of any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of **Fungi** or **Microbes**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Damages** claimed.

As used in this exclusion, pollution includes the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **Pollutants**.

Except that this exclusion shall not apply to an **Environmental Claim** until the **Environmental Claim** Sublimit of Liability has been exhausted;

R. Expected or Intended

injury or damage expected or intended by the **Insured** except that this exclusion shall not apply to a **Discrimination Claim** until the **Discrimination Claim** Sublimit of Liability has been exhausted;

S. Commission Disputes

disputes over commissions between real estate brokers, broker associates, real estate salespersons, auctioneers, property managers, or residential rental agents; or disputes over commissions involving lawsuits initiated by the **Insured**. This exclusion does not apply to disputes over commissions involving counterclaims filed with the approval of the Company;

T. Prior Acts

negligent acts, errors, or omissions or **Discriminatory Conduct** committed or alleged to have been committed either (1) prior to the date the **Insured** received an active real estate license or (2) subsequent to the effective date of suspension, revocation, or inactive status of the **Insured's** real estate license;

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U. Fines and Penalties

any fines, penalties, assessments, punitive damages, exemplary damages, multiplied damages, or matters deemed uninsurable under applicable law; or

V. Conversion

any conversion, misappropriation, commingling, defalcation, embezzlement, theft, disappearance, or insufficiency in amount of any funds or other property, including, but not limited to, any failure to detect, identify, disclose or prevent such conversion, misappropriation, commingling, defalcation, embezzlement, theft, disappearance or insufficiency in amount, regardless of the identity of the person or entity actually or allegedly engaged in or responsible for the conduct or failure(s) in question.

VII. EXTENDED REPORTING PERIODS

In case of cancellation or nonrenewal, a **Licensee** may be eligible for the following Extended Reporting Periods to apply, both subject to Paragraph C below:

A. Automatic Extended Reporting Period: In case of cancellation or nonrenewal because a **Licensee** retires, places his/her/its license on inactive status, or allows his/her/its license to expire, the policy will apply to **Claims** first made against the **Insured** and reported to the Company up to ninety (90) days after the effective date of cancellation or nonrenewal. Said ninety (90) day period will be hereinafter referred to as the Automatic Extended Reporting Period.

B. Optional Extended Reporting Period: In case of cancellation or nonrenewal for any reason, the **Licensee** shall have the option, upon payment of an additional premium within ninety (90) days after the effective date of the cancellation or nonrenewal, to cause the policy to apply to **Claims** first made against the **Insured** and reported to the Company during the Optional Extended Reporting Period. The Optional Extended Reporting Period will replace the Automatic Extended Reporting Period. The premium for the Optional Extended Reporting Period will be fully earned and is determined as shown below:

Optional Extended Reporting Periods	Optional Extended Reporting Period Premium
One Year	100% expiring premium, including any endorsement premium
Two Years	150% expiring premium, including any endorsement premium
Three Years	200% expiring premium, including any endorsement premium

The Optional Extended Reporting Period cannot be canceled by the Company or the **Insured**.

C. Coverage afforded by the Automatic and Optional Extended Reporting Periods:
   1. Shall apply solely to **Claims** arising from a negligent acts, errors, or omissions or **Discriminatory Conduct**:
      a. committed or alleged to have been committed after the **Retroactive Date**;
      b. committed or alleged to have been committed before the effective date of cancellation or nonrenewal; and
      c. which are otherwise insured under all the other terms, conditions, and exclusions of this policy.
   2. Shall not apply to any **Claim**, which is insured by any other policy of insurance, nor as excess above such other policy of insurance.
   3. Nothing in Paragraph A or B shall serve to increase the Limits of Liability or Sublimits of Liability as provided in Section **II. LIMITS OF LIABILITY** or Section **IV. SUPPLEMENTARY PAYMENTS**. The Limits of Liability and Sublimits of Liability for any Extended Reporting Period shall be a part of, and not in addition to, the Limits of Liability and Sublimits of Liability listed on the Declarations.

VIII. DEFINITIONS

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 performance or failure to perform **Professional Services**. A **Claim** also includes a **Discrimination Claim**.

Claim Expenses means:

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1. fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **Claim** if incurred by the Company or by the **Insured** with the Company's written consent and
2. fees charged by attorneys designated by the Company.

Costs, fees, or expenses of employees or officials of the Company are not **Claim Expenses**. Nor shall **Claim Expenses** include salaries, loss of earnings, or other remuneration by or to any **Insured**.

Confidential Commercial Information means information that has been provided to the **Insured** by another or created by the **Insured** for another, where such information is subject to the terms of a written confidentiality agreement or equivalent agreement obligating the **Insured** to protect such information on behalf of another.

Damages means compensatory damages. **Damages** do not include fines; penalties; punitive, exemplary, or multiplied damages; or matters deemed uninsurable under applicable law.

Discrimination 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** alleging **Discriminatory Conduct**.

Discriminatory Conduct means an act, error, or omission in violation of Title VIII of the Civil Rights Act of 1968, the Fair Housing Amendment Act of 1988, or any similar state or local law or ordinance in the in the rendering of **Professional Services.**

Domestic Partner means any person qualifying as a "domestic partner" under any federal, state, or local law or under the **Real Estate Firm's** employee benefit plans.

Environmental Claim means a **Claim** alleging the **Insured's** failure to detect, report, assess the effects of, or advise of the existence of **Pollutants**, **Fungi**, or **Microbes**.

Escrow Claim means a **Claim** alleging the **Insured's** failure to pay, collect, or return escrow monies or earnest money deposits in connection with the **Licensee's Professional Services**, provided that (i) such **Insured** has met the requirements of South Dakota real estate license law governing client funds and (ii) such funds are held separate from the **Insured's** funds.

Fungi means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut, or mushroom.

Group Policy Period means the period set forth in the Declarations. The **Group Policy Period** may be shortened by cancellation.

Individual Policy Period means the period set forth in the **Licensee's** Certificate of Coverage commencing with the date the **Licensee** obtained coverage under this group policy by paying the appropriate premium and ending with the cancellation or expiration of the **Licensee's** coverage under this group policy. The **Individual Policy Period** must be within the dates of the **Group Policy Period** shown on the Declarations.

Insured means the following:

1. the **Licensee**;
2. the **Licensee's Unlicensed Employees**;
3. the heirs, executors, administrators, or assigns of the **Licensee** in the event of the **Licensee's** death, incapacity, or bankruptcy but only to the extent that such **Licensee** would have been provided coverage under this policy;
4. the spouse or **Domestic Partner** of the **Licensee** but only for **Claims** arising solely out of such status and only if the **Claim** seeks **Damages** from marital community property, jointly held property, or property transferred from the **Insured** to the spouse or **Domestic Partner**. No coverage is provided for any act, error, or omission of a spouse or **Domestic Partner**.

When this policy provides coverage for a **Claim** made against any of the **Insureds** listed in 1, 2, 3, or 4 above, **Insured** will also mean:

5. any **Real Estate Firm** or real estate franchisor that the **Licensee** represents but only for its vicarious liability for the negligent acts, errors, or omissions or **Discriminatory Conduct** arising out of the **Licensee's Professional Services**.

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Licensee means the person who holds an active real estate license issued by the **Policyholder** under South Dakota real estate license law and who has paid the required premium.

Lock Box means a device to allow authorized persons without a key to enter a locked door.

Lock Box Claim means a **Claim** alleging property damage or loss of use of property resulting from such property damage in the distribution, operation, or use of a **Lock Box** on property not owned, occupied by, or leased to the **Insured**.

Microbes mean any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease.

Non-Public Personal Information means personal information not available to the general public from which an individual may be identified including, without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

Policyholder means the South Dakota Real Estate Commission.

Pollutants means any solid, liquid, gaseous, thermal, biological, or radioactive substance, material, matter, toxin, irritant, or contaminant, including but not limited to radon, asbestos, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Primary Residence means a single family residence or multi-family residence of two (2) or fewer units which serves as the **Licensee's** principle residence.

Principal Real Estate License means the state license under which the majority of the **Licensee's** real estate transactions are conducted.

Professional Services means

1. services performed by the **Licensee** as a real estate broker, broker associate, real estate salesperson, auctioneer, property manager, or residential rental agent as defined in South Dakota real estate license law and for which the **Licensee** is required to have a real estate license, provided all necessary licenses are held by the **Licensee** at the time of the act, error, or omission giving rise to the **Claim**, including auctioning real property and **Property Management Services** performed by the **Licensee**;
2. Issuance of a broker price opinion, as defined in South Dakota real estate law, by the **Licensee**, provided all necessary licenses are held by the **Licensee** when the broker price opinion is issued; and
3. services performed or advice given by the **Licensee**, including as a notary public, and as a real estate consultant or counselor in connection with the services as a **Licensee** in 1., above.

Property Management Services means the following services provided in connection with the management of commercial or residential property:

1. development and implementation of management plans and budget;
2. oversight of physical maintenance of property;
3. solicitation, evaluation, and securing of tenants and management of tenant relations, collection of rent, and processing evictions;
4. development, implementation, and management of loss control and risk management plans for real property;
5. solicitation and negotiation of contracts for sale and leasing of real property;
6. development, implementation, and management of contracts and subcontracts, excluding property and liability insurance contracts, necessary to the daily functioning of the property;
7. personnel administration; and
8. record keeping.

Property Management Services do not include **Renovation Services** or analysis of, evaluations of, or recommendations concerning environmental hazards or exposures.

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Real Estate Firm means a legal entity with which real estate brokers, broker associates, real estate salespersons, auctioneers, property managers, or residential rental agents, as defined in South Dakota real estate license law, are affiliated and which employs the **Licensee**.

Related Claims means all **Claims** arising out of a single negligent act, error, or omission or **Discriminatory Conduct** or arising out of **Related Acts, Errors, or Omissions** in the rendering of **Professional Services**.

Related Acts, Errors, or Omissions mean all negligent acts, errors, or omissions or **Discriminatory Conduct** in the rendering of **Professional Services** that are temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.

Renovation Services means the following services provided in connection with the renovation and reconstruction of any type of property:

1. management of facility renovation and reconstruction plans,
2. development and management of renovation and reconstruction contracts and subcontracts, or
3. development of loss control and risk management plans in connection with the reconstruction or renovation.

Retroactive Date means the date when the first real estate errors and omissions coverage was effective insuring the **Licensee** on a claims-made basis and since which time the **Licensee** has been continuously insured by coverage similar to that provided by this policy. The **Retroactive Date** is established separately for each **Licensee**.

Security Breach Notice Law means any statute or regulation requiring an entity that maintains **Confidential Commercial Information** or **Non-Public Personal Information** to provide notice to specified individuals or entities of any actual or potential unauthorized disclosure of such information.

Unlicensed Employee means the support staff employed by the **Licensee** and under the real estate **Licensee's** supervision and control who is assisting the **Licensee** in the performance of the **Licensee's Professional Services**, including a personal assistant, clerk, secretary, messenger, and intern but shall not include an owner, officer, director, or any other staff member who is not under the direct supervision of the **Licensee** or assisting the **Licensee** in the performance of the **Licensee's Professional Services**. **Unlicensed Employee** does not include appraisal trainees or anyone who manages property who does not have a real estate license.

IX. PREMIUM

This coverage shall not be effective until and unless the application for coverage has been approved by the Company and the premium has been paid. Each **Insured's** premium shall be fully earned at the policy's commencement without any obligation by the Company to return any portion thereof unless the Company cancels the entire policy.

X. AUDIT

The Company may audit the **Insured's** records to determine the accuracy of pertinent information provided by the **Insured**. The Company will give reasonable notice to the **Insured** of such an audit. The audit will take place during the **Insured's** regular business hours.

XI. THE INSURED'S DUTIES IF THERE IS A CLAIM

A. The **Insured** shall give written notice by submitting a completed Notice of Claim Form to the Company as soon as possible after the **Claim** is first made but in no event more than ninety (90) days after the **Insured** becomes aware of such **Claim**. Such written notice shall include the name of the **Licensee** and shall include the time, place, and details of the **Claim**. Notice shall be delivered to:

U.S. Mail Delivery	**Overnight Delivery**	**Electronic Delivery**
Claims Department	Claims Department	Fax: (502) 896-6343
P.O. Box 6709	2001 Lake Point Way	Email: claims@risceo.com
Louisville, KY 40206-0709	Louisville, KY 40223	

B. The **Insured** shall not admit any liability, make any settlement, pay any **Damages**, or assume any duty or obligation for any **Claim** without the prior written consent of the Company. The **Insured** shall not incur any **Claim Expenses** for any **Claim** without the prior written consent of the Company.

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C. The **Insured** shall immediately forward to the Company every demand, notice, summons, or other process about any **Claim** received by the **Insured** or the **Insured's** representative.

D. The **Insured** shall cooperate with the Company and, at the Company's request, the **Insured** shall assist the Company in responding to the **Claim** and making settlements. The **Insured** shall attend hearings and trials and help in securing and giving evidence at the Company's request.

XII. CIRCUMSTANCE REPORTING

If during the **Individual Policy Period**, the **Insured** becomes aware of any act, error, or omission that may reasonably be expected to be the basis of a **Claim** against the **Insured** and gives written notice to the Company by any of the means listed in Section **XI. THE INSURED'S DUTIES IF THERE IS A CLAIM** of such act, error, or omission and information about the potential **Claim**, including but not limited to:

1. the specific act, error, or omission;
2. the dates and persons involved;
3. the identity of the anticipated or possible claimants; and
4. the circumstances by which the **Insured** first became aware of the potential **Claim**,

then any **Claim**, which arises out of such reported act, error, or omission, subsequently made against the **Insured** and reported to the Company shall be deemed to have been made at the time such written notice was first given to the Company.

XIII. SUBROGATION

If the Company makes any payment under this policy, the Company shall receive all of the **Insured's** rights of recovery against any persons or organizations. The **Insured** shall assist the Company in whatever way is necessary to secure such rights. When a **Claim** is made, the **Insured** shall do nothing to thwart the Company's recovery of amounts paid to other parties who might be responsible for the **Claim**.

XIV. CHANGES

The terms of this policy may not be waived or changed unless the Company issues an Endorsement. All Endorsements become a part of this policy upon the Endorsement's effective date. The **Policyholder** or the **Licensee** and the Company may make changes in the terms of the policy upon mutual consent.

XV. ACTION AGAINST THE COMPANY

The **Insured** may not bring a lawsuit against the Company unless the **Insured** has complied with all the terms and conditions of this policy. Nor shall an action lie against the Company until judgment or trial determines the **Insured's** responsibility to pay.

XVI. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or the **Insured's** estate will not relieve the Company of its obligations under this policy.

XVII. CANCELLATION

A. The **Policyholder** may cancel this policy by giving, mailing, or delivering the Company advance written notice of cancellation or surrendering the policy to the Company at least thirty (30) days before the effective date of cancellation. If the **Policyholder** cancels the policy, it is responsible for notifying each **Licensee** of the effective date of cancellation.

B. In accordance with SDCL 58-33-60, the Company may cancel the policy by mailing or delivering to the **Policyholder** written notice of cancellation, including a written explanation of the specific reasons for the cancellation, at the last mailing address known to the Company, at least twenty (20) days before the effective cancellation date.

However, if the policy has been in effect for sixty (60) days or more, the Company may cancel only for one or more of the following reasons:

1. Nonpayment of premium;
2. Discovery of fraud or material misrepresentation made by or with the knowledge of the **Policyholder** in obtaining the policy, continuing the policy, or in presenting a **Claim** under the policy;
3. Discovery of acts or omissions on the part of the **Policyholder** which increase any hazard insured against;

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4. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;
5. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
6. A determination by the director of the Division of Insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state;
7. Violation or breach by the insured of any policy terms or conditions; or
8. Such other reasons as are approved by the director of the Division of Insurance.

XVIII. NONRENEWAL

If the Company elects not to renew this policy, it will provide written notice of nonrenewal to the **Policyholder** at least ninety (90) days before the expiration date of the policy.

XIX. CONFORMITY TO STATUTES

If applicable law is in conflict with this policy, the policy is amended to conform to that law.

XX. OTHER INSURANCE

This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis, except when purchased specifically to apply in excess of this insurance. When both this insurance and other insurance apply to any **Claim**, whether primary, excess, or contingent, the Company shall not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limits of Liability or Sublimits of Liability under this policy for such **Damages** bears to the total applicable Limits of Liability and Sublimits of Liability of all valid and collectible insurance against such **Claims**.

XXI. LICENSE INACTIVE

In the event a **Licensee's** license is placed on inactive status during a period in which the **Insured** has paid the applicable premium, the policy will remain in effect for the remainder of the **Individual Policy Period** as if the license had not been placed in inactive status, regardless of whether the license is re-activated, except that coverage will not be provided for acts, errors, or omissions of the **Insured**, which occur during the period when the license was in an inactive status.

XXII. AUTHORIZATION CLAUSE

By accepting this policy, the **Insured** agrees that the statements in the application are the **Insured's** agreements and representations. The **Insured** agrees that these statements are true and correct as of the inception of this policy. This policy has been issued relying upon those statements and representations. The **Insured** agrees that the policy and application are the total agreement between the **Insured** and the Company or its agents.

XXIII. TRANSFER

This policy is not transferable.

XXIV. TRADE AND ECONOMIC SANCTIONS

This policy does not provide coverage for **Insureds**, transactions, or that part of **Damages** or **Claim Expenses** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

IN WITNESS WHEREOF, we have caused this policy to be executed by our Chairperson and Secretary, but this policy shall not be binding upon us unless completed by the attachment of the Certificate of Coverage and executed by our duly authorized representative.

Chairman Secretary

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