RISC
RICE INSURANCE SERVICES CENTER
A Division of Accretive Specialty Insurance Solutions LLC

• *We put the **E**xperience and **O**ptions in E&O programs* •
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SOUTH DAKOTA REAL ESTATE COMMISSION'S ERRORS & OMISSIONS INSURANCE PROGRAM

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:

1. Section **VI. EXCLUSIONS**, Exclusion N. Specified Activities, Paragraph 2. is deleted in its entirety.

2. Section **VIII. DEFINITIONS**, the definition of **Professional Services** is amended to add the following:

   Professional Services also means services performed by the **Licensee** as a State-Registered Appraiser, State-Licensed Appraiser, State-Certified Residential Appraiser or State-Certified General Appraiser, provided all necessary licenses are held by the **Licensee** at the time of the act, error, or omission giving rise to the **Claim**.

All other terms and conditions of the Policy remain unchanged.

CNA71150SD (10-12)

CONFORMITY ENDORSEMENT

In consideration of the additional premium paid, 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 states listed below, which have mandatory errors and omissions requirements, provided that: (1) the **Licensee** holds a current real estate license in the states listed below; and (2) the negligent acts, errors, or omissions arise out of the rendering of **Professional Services** in the states listed below.

States:

All other terms and conditions of the Policy remain unchanged.

CNA71151SD (10-12)

FRANCHISE ENDORSEMENT

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 «EndField1», then «EndField2» meets the definition of a **Real Estate Firm** under Section **VIII. DEFINITIONS** of the policy and, therefore, is included within the definition of **Insured** under Section **VIII. DEFINITIONS**, Subsection 5. of the policy.

There shall be no coverage afforded to such entities as a result of their independent negligent acts, errors, omissions or **Discriminatory Conduct**.

All other terms and conditions of the Policy remain unchanged.

CNA71153SD (10-12)

SAMPLE

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 below and only as respects a **Claim** first made against such **Licensee** and reported to the Company in writing after the effective date and before the expiration date of this Endorsement:

The following item of the Declarations Page 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**)

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

All other terms and conditions of the Policy remain unchanged.

CNA71154SD (10-12)

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 below and only as respects a **Claim** first made against such **Licensee** and reported to the Company in writing after the effective date and before the expiration date of this Endorsement:

The following item of the Declarations Page 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**)

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

All other terms and conditions of the Policy remain unchanged.

CNA71155SD (10-12)

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 Section **VII. EXTENDED REPORTING PERIODS**, Subsection B. of the policy shall apply:

From: To:

The Optional Extended Reporting Period set forth above shall apply unless the **Insured** 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 inception date of the 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.

SAMPLE

RESIDENTIAL PERSONAL INTEREST COVERAGE ENDORSEMENT

In consideration of the additional premium paid, it is understood and agreed that:

1. Section **VI. Exclusions**, Exclusion J. is amended by the addition of the following:

   This exclusion does not apply to any **Claim** arising from the sale or listing for sale of **Residential Property**, other than the **Licensee's Primary Residence**, provided that:

   i. the **Residential Property** was owned for at least one hundred eighty (180) days by the **Licensee**, the **Licensee's** spouse, or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse has or had a financial or ownership interest;
   ii. the property was not constructed or developed by the **Licensee**; the **Licensee's** spouse; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse has or had a financial or ownership interest;
   iii. prior to closing, a home warranty was purchased by or for the buyer;
   iv. prior to closing, if required by law, a seller disclosure form was signed by the buyer;
   v. prior to closing, the ownership or financial interest of the **Licensee** and **Licensee's** spouse in the **Residential Property** was disclosed to and acknowledged by the buyer;
   vi. a licensed inspector who was not related to or affiliated with the **Licensee** issued a written home inspection report that the buyer acknowledged prior to closing;
   vii. a state or local board approved standard sales contract was used;
   viii. the sale or listing was performed under and subject to applicable real estate license law; and
   ix. prior to the effective date of this endorsement, no **Insured** had a basis to believe that any negligent act, error or omission, or **Related Negligent Act, Error or Omission** might reasonably be expected to be the basis of a **Claim** against the **Insured**.

2. Section **VIII.** Definitions is amended by the addition of the following new definitions:

   Primary Residence means a residential property of two (2) or fewer units which serves as the principal residence of the **Licensee**.

   Residential Property means a single family residence or multi-family residences with four (4) or fewer units.

All other terms and conditions of the Policy remain unchanged.

CNA59800SD (9-17)

SAMPLE