NEBRASKA REAL ESTATE COMMISSION’S GROUP ERRORS & OMISSIONS INSURANCE PROGRAM
Administered by Rice Insurance Services Center, a Division of Accretive Specialty Insurance Solutions, LLC
and Issued by Continental Casualty Company

2024 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)
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:

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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:

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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)
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, 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

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

The Company’s Sublimit of Liability for Damages and Claim Expenses for each Bodily Injury Claim or Property Damage Claim 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, 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.

III. The Section entitled LIMITS OF LIABILITY, 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.

IV. The Section entitled EXCLUSIONS, the exclusion entitled Bodily Injury, is deleted in its entirety and replaced with the following:

Bodily Injury

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;
V. The Section entitled EXCLUSIONS, 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 or (2) a Bodily Injury Claim or Property Damage Claim until the Bodily Injury Claim/Property Damage Claim Sublimit of Liability has been exhausted;

VI. Solely with respect to the coverage provided by this endorsement, the Section entitled EXCLUSIONS is amended by the addition of the following new exclusions:

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;

VII. The Section entitled DEFINITIONS, the definition of Claim, is amended by the addition of the following:

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

VIII. Solely with respect to the coverage provided by this endorsement, the Section entitled DEFINITIONS is amended by the addition of the following new definitions:

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.

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.
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 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 not in addition to, the per Claim Limit of Liability and the Aggregate Limit of Liability under 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; 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.

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.

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:

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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.
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.

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.

CNA99357XX (8-20)

CNA96138XX (10-20)