

# INCREASED LIMITS OF LIABILITY ENDORSEMENT \$ PER CERTIFICATE OF COVERAGE PER CLAIM / \$ PER CERTIFICATE OF COVERAGE 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) \$ Per Certificate of Coverage per Licensee per Claim (Damages)

(b) \$ Per Certificate of Coverage 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:

Per Certificate of Coverage

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.

CNA104730CO (8-22)

Page 1 Endorsement No:

Insured Name: Per Certificate of Coverage

Effective Date: Per Certificate of Coverage

25 CAP 0713569515

Policy No:

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#### ADDITIONAL COVERAGES ENDORSEMENT

In consideration of the additional premium paid to the Company, it is understood and agreed that the policy is amended as follows only as respects the **Licensee** named below:

# LICENSEE: PER CERTIFICATE OF COVERAGE

- I. Only as respects a **Discrimination Claim** first made against an **Insured** and first reported to the Company in writing after the effective date of this endorsement:
  - A. The following item of the Declarations is deleted in its entirety and replaced by the following:

ITEM 4 LIMITS
DISCRIMINATION CLAIM

- (a) \$50,000. per Licensee per Discrimination Claim (Damages)
- (b) \$50,000. Aggregate all **Discrimination Claims** per **Licensee** (**Damages**)
- B. This endorsement does not apply to any **Discrimination 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 **Discrimination Claim** may arise, then the increased Limits of Liability provided by this endorsement shall not apply to such **Discrimination Claim** or any **Related Claim**.
- II. Only as respects an **Environmental Claim** first made against an **Insured** and first reported to the Company in writing after the effective date of this endorsement:
  - A. The Declarations is amended to include the following:

SUBLIMITS

ENVIRONMENTAL CLAIM:

- (a) \$20,000. per Licensee per Environmental Claim (Damages)
- ENVIRONMENTAL CLAIM: (b) \$40,000. Aggregate all Environmental Claims per Licensee (Damages)
- B. The Section entitled **LIMITS OF LIABILITY** is amended to include the following:

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.

C. The Section entitled **EXCLUSIONS**, the exclusion entitled Property Damage is deleted in its entirety and replaced by the following:

**Property Damage** 

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

D. The Section entitled **EXCLUSIONS**, the exclusion entitled Pollution / Mold / Fungi is amended by the addition of the following exception to the exclusion:

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

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E. The Section entitled **DEFINITIONS** is amended to include the following new definition:

**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**.

- F. This endorsement does not apply to any **Environmental 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 an **Environmental Claim** may arise, then the **Environmental Claim** Sublimits of Liability provided by this endorsement shall not apply to such **Environmental Claim** or any **Related Claim**.
- III. Only as respects a **Claim** arising from the sale or listing for sale of a **Licensee's Residential Property** first made against an **Insured** and first reported to the Company in writing after the effective date of this endorsement:
  - A. The Section entitled **EXCLUSIONS**, the exclusion entitled Owned or Purchased Property is amended by the addition of the following exception to the exclusion:
    - any Claim arising from the sale or listing for sale of a Licensee's Residential Property, provided that
      - i. the **Residential Property** was owned for at least one hundred eighty (180) days by the **Licensee**; the **Licensee's** spouse or **Domestic Partner**; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest;
      - ii. the property was not constructed or developed by the **Licensee**; the **Licensee's** spouse or **Domestic Partner**; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest;
      - iii. a state or local board approved standard sales contract was used;
      - iv. prior to closing.
        - a. a home warranty was purchased by or for the buyer;
        - b. if required by law, a seller disclosure form was signed by the buyer;
        - c. if the **Residential Property** was owned by the **Licensee's** spouse or **Domestic Partner**, the relationship between the **Licensee** and the **Licensee's** spouse or **Domestic Partner** was disclosed to and acknowledged by the buyer in writing;
        - d. if the Residential Property was owned by an entity, corporation, partnership, or trust in which the Licensee or Licensee's spouse or Domestic Partner has or had a financial or ownership interest, the relationship between the Licensee; Licensee's spouse or Domestic Partner; and the entity, corporation, partnership, or trust was disclosed to and acknowledged by the buyer in writing;
        - e. the ownership or financial interest of the **Licensee**; **Licensee's** spouse or **Domestic Partner**; or entity, corporation, partnership, or trust in the **Residential Property** was disclosed to and acknowledged by the buyer in writing; and
        - f. a licensed, certified, or registered inspector who was not related to or affiliated with the **Licensee**; the **Licensee's** spouse or **Domestic Partner**; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest issued a written home inspection report that the buyer acknowledged in writing;
        - the sale or listing was performed under and subject to applicable real estate license law; and
      - vi. 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**;

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B. The Section entitled **DEFINITIONS** is amended to include the following new definition:

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

- C. 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.
- **IV.** Only as respects a complaint to a real estate regulatory board or commission first made against an **Insured** and first reported to the Company in writing after the effective date of this endorsement:
  - A. The Section entitled SUPPLEMENTARY PAYMENTS is amended to include the following:

The Company will pay a maximum of \$7,500. with respect to fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal for each complaint to a real estate regulatory board or commission, provided that:

- 1. a Claim covered by this policy has been made involving the same negligent act, error, or omission or a Related Negligent Act, Error, or Omission or, alternatively, if no Claim has been made, the Insured first receives such complaint during the Individual Policy Period or any applicable Extended Reporting Period:
- 2. the complaint involves **Professional Services** that occurred after the **Licensee's Retroactive Date** and before the effective date of cancellation or nonrenewal of the **Individual Policy Period**;
- 3. the complaint would otherwise be covered under this policy if the matter arose to a **Claim**; and
- 4. the complaint does not allege, arise from, or relate to a negligent act, error, or omission or **Related Negligent Act, Error, or Omission** which is the subject of a **Claim** that is not covered by this policy.

It is further provided that the **Insured** shall have the following duties under this Supplementary Payment:

- The Insured shall give the Company written notice of the complaint by any of the methods listed in Section XI. THE INSURED'S DUTIES IF THERE IS A CLAIM within the Individual Policy Period or any applicable Extended Reporting Period, but no more than twenty (20) days after the Insured first becomes aware of such complaint to a real estate regulatory board or commission.
- 2. The **Insured** shall cooperate with the Company and, at the Company's request, the **Insured** shall assist the Company in responding to the complaint. The **Insured** shall attend hearings and help in securing and giving evidence at the Company's request.

Unless a circumstance, Claim, or Related Claim involving the Professional Services has previously been reported in writing to the Company, 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.

The amount payable under this provision shall be subject to a \$7,500. Aggregate Limit, regardless of the number of complaints and even if the complaint spans more than one **Individual Policy Period**. All complaints arising out of the same negligent act, error, or omission or **Related Negligent Acts, Errors, or Omissions**, whenever made, shall be considered a single complaint first made within the **Individual Policy Period** in which the earliest of the complaints was first made. The Company shall not pay any **Damages** awarded by a regulatory board or commission; return or restitution of fees, commissions, expenses, or costs; injunctive or declaratory relief; fines; penalties; punitive, exemplary, or multiplied damages; or matters deemed uninsurable under applicable law.

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- B. This endorsement does not apply to any complaint to a real estate regulatory board or commission 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** or a complaint to a real estate regulatory board or commission may arise, then the supplementary payments limits provided by this endorsement shall not apply to such complaint or any complaint that is temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.
- **V.** Only as respects a subpoena first served on an **Insured** and first reported to the Company in writing after the effective date of this endorsement:
  - A. The Section entitled **SUPPLEMENTARY PAYMENTS** is amended to include the following:

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** first receives the subpoena during the **Individual Policy Period** or any applicable Extended Reporting Period;
- 2. the **Professional Services** occurred after the **Licensee's Retroactive Date** and before the effective date of cancellation or nonrenewal of the **Individual Policy Period**;
- 3. the **Professional Services** are not the subject of a **Claim** that is not covered under this policy;
- 4. the subpoena does not arise from **Professional Services** to which Exclusion J, K, N, or O would apply;
- 5. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- 6. 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.

It is further provided that the **Insured** shall have the following duties under this Supplemental Payment:

- 1. The **Insured** shall give the Company written notice of the subpoena by any of the methods listed in Section XI. THE INSURED'S DUTIES IF THERE IS A CLAIM within the **Individual Policy Period** or any applicable Extended Reporting Period, but no more than twenty (20) days after the **Insured** first becomes aware of such subpoena.
- 2. The **Insured** shall cooperate with the Company and, at the Company's request, the **Insured** shall assist the Company in responding to the subpoena. The **Insured** shall attend depositions and help in securing and giving evidence at the Company's request.

Unless a circumstance, Claim, or Related Claim involving the Professional Services has previously been reported in writing to the Company, any written notice to the Company of a subpoena shall be deemed notification of a circumstance under Section XII. CIRCUMSTANCE REPORTING.

The amount payable under this provision shall be subject to a \$5,000. Aggregate Limit, regardless of the number of subpoenas and even if the subpoena response spans more than one **Individual Policy Period**. All subpoenas involving the same **Professional Services**; the same negligent act, error, or omission; or **Related Negligent Acts, Errors, or Omissions**, whenever made, shall be considered a single subpoena first made within the **Individual Policy Period** in which the earliest of the subpoenas was first made. The Company shall not pay any **Damages** in connection with a subpoena.

B. This endorsement does not apply to any subpoena 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** or a subpoena may arise, then the supplementary payments provided by this endorsement shall not

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apply to such subpoena or any subpoena that is temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.

VI. The Section entitled **CIRCUMSTANCE REPORTING** is deleted in its entirety and replaced with the following:

## 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 an **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 additional 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 or complainants; and
- 4. the circumstances by which the **Insured** first became aware of the potential **Claim**,

then any **Claim**, subpoena, or complaint to a real estate regulatory board or commission that 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.

- VII. Other than those specifically addressed herein, nothing herein shall serve to increase the Limits of Liability, any Sublimits of Liability, or any amounts provided under the Section titled SUPPLEMENTARY PAYMENTS.
- VIII. This endorsement does not apply to any Claim, complaint to a real estate regulatory board or commission, or subpoena 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, complaint to a real estate regulatory board or commission, or subpoena may arise, then this endorsement shall not apply to such Claim or any Related Claim, complaint to a real estate regulatory board or commission, or subpoena that is temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.
- IX. The Section entitled I. COVERAGE, paragraph 3 is deleted in its entirety and replaced with the following:

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, then subject to the applicable Limit of Liability or Sublimit of Liability, the maximum amount the Company will pay in the event of any later settlement or judgment will be;

- A. 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; plus
- B. fifty percent (50%) of the **Damages** amount in excess of A above incurred in such **Claim**. Any remaining **Damages** will be uninsured and borne by the **Insured** at its own risk.

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.

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Effective Date: Per Certificate of Coverage



## 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) \$\frac{10,000.}{2}\$ 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, combined, 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, combined, for all Bodily Injury Claims and Property Damage Claims per Licensee shall not exceed the Aggregate all 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 F. is deleted in its entirety and replaced with the following:
  - F. 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** 

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; or (2) 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:

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#### 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**.

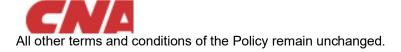
# **Property Damage Claim** means:

- 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.
- 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**.

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Page 2 Endorsement No: 3

Effective Date: Per Certificate of Coverage



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.



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Insured Name: Per Certificate of Coverage

Policy No: 25 CAP 0713569515

Endorsement No: 3

Effective Date: Per Certificate of Coverage



#### **APPRAISAL ENDORSEMENT - COLORADO**

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 entitled **EXCLUSIONS**, the exclusion entitled Specified Activities is deleted in its entirety and replaced by the following:

**Specified Activities** 

the Insured's activities as:

- 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;
- 2. an appraisal management company or controlling appraiser for an appraisal management company; or
- 3. a property manager which do not require a real estate license.
- **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 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**, the definition of **Professional Services** is amended by the addition of the following:

**Professional Services** also mean services performed by the **Licensee** as a Colorado licensed appraiser, registered appraiser, certified residential appraiser, or 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**.

IV. The Section entitled **DEFINITIONS**, the definition of **Real Estate Firm** is amended by the addition of the following:

**Real Estate Firm** also means a legal entity with which real estate appraisers are affiliated and which the **Licensee** works for or represents.

This endorsement does not apply to any **Claim** if the **Licensee** does not hold an active license or certificate issued by the Colorado Board of Real Estate Appraisers, pursuant to C.R.S. Title 12, Article 10, Part 6, at some point during the **Individual Policy Period**.

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

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Page 1 Endorsement No: 4

Effective Date: Per Certificate of Coverage



#### **CONFORMITY ENDORSEMENT**

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

If the **Licensee's Domicile** is in the State of Colorado, then 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.

For purposes of this endorsement, a **Licensee** whose **Domicile** is not in the State of Colorado shall be treated as if the **Licensee's Domicile** is in the State of Colorado if the **Licensee's Principal Real Estate License** is affiliated with a real estate office located in the State of Colorado and the **Licensee** resides within fifty (50) miles of the Colorado State line.

Applies to following States:

# PER CERTIFICATE OF COVERAGE

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.



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Page 1 Endorsement No:

Effective Date: Per Certificate of Coverage



# 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 set forth in Section VIII. DEFINITIONS, paragraph 1.

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.



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Effective Date: Per Certificate of Coverage Insured Name: Per Certificate of Coverage



## 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 Coverage is deleted in its entirety and replaced by the following:

Individual Policy Period: Per Certificate of Coverage to 01/01/2026.

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

Per Certificate of Coverage

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.



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Policy No: 25 CAP 0713569515

Endorsement No: 7

Effective Date: Per Certificate of Coverage



## 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 REPORTING PERIODS**, Paragraph B, shall apply:

From: To Be Determined To: To Be Determined

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.



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Insured Name: Per Certificate of Coverage

Policy No: 25 CAP 0713569515

Endorsement No: 8

Effective Date: 1/1/2026