

Coverage:

Endorsement Number:

Issued To:

Policy Number:

Issued By:

Effective Date:

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## CONTINGENT BODILY INJURY AND PROPERTY DAMAGE REAL ESTATE (SUBLIMIT)

In consideration of the premium charged it is agreed that:

A. Section E.7. of Exclusions is deleted and replaced by:

7. Bodily Injury or Property Damage

Based upon, arising out of, or in any way related to, directly or indirectly, **Bodily Injury** or **Property Damage**, however subject to the aggregate sublimits stated below, this exclusion 7. shall not apply to:

a. **Bodily Injury** or **Property Damage** directly arising from **Your Professional Services** solely in the purchase or sale of real estate, provided that the **Bodily Injury** or **Property Damage** occurs during a listing appointment, property showing or final walk-through, and:

- 1) **Your Professional Services** are the proximate cause of the **Bodily Injury** or **Property Damage**;
- 2) The **Bodily Injury** or **Property Damage** occurs prior to the closing of the sale transaction;
- 3) The **Bodily Injury** or **Property Damage** occurs away from the **Named Insured's** office location(s);
- 4) The **Bodily Injury** or **Property Damage** did not occur during a home appraisal or home inspection;
- 5) The **Bodily Injury** or **Property Damage** did not involve any services as a **Property Manager**;
- 6) The **Bodily Injury** or **Property Damage** was not caused by any animal and did not involve the loss of any animal;
- 7) No **Insured** holds or previously held an ownership interest in the property where **Your Professional Services** occurred;
- 8) No **Insured** acted as a **Construction Manager**, builder or property developer for the property where **Your Professional Services** occurred; and
- 9) No other insurance applies to the **Claim** regardless of whether such insurance is collectible or not.

**Our** aggregate sublimit of liability for all **Loss** from all **Claims** for **Bodily Injury** or **Property Damage** directly arising from **Your Professional Services** solely in the purchase or sale of real estate is **\$ 250,000**;

b. **Bodily Injury** or **Property Damage** directly arising from an open house solely in the purchase or sale of real estate (hereafter "Open House Damage").

**Our** aggregate sublimit of liability for all **Loss** from all **Claims** for Open House Damage solely in the purchase or sale of real estate is **\$ Match policy aggregate limits, not to exceed \$1,000,000** ;

c. **Bodily Injury** or **Property Damage** directly arising from the distribution, maintenance, operation or use of a lock box solely in the purchase or sale of real estate at any property owned, occupied, leased, listed by or under the control of an **Insured** (hereafter "Lock Box Damage").

**Our** aggregate sublimit of liability for all **Loss** from all **Claims** for Lock Box Damage solely in the purchase or sale of real estate is **\$ Match policy aggregate limits, not to exceed \$1,000,000** ; or

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d. **Bodily Injury** or **Property Damage** directly arising from **Your Professional Services** in **Property Management**, provided that:

- 1) **Your Professional Services** are the proximate cause of the **Bodily Injury** or **Property Damage**;
- 2) The **Bodily Injury** or **Property Damage** was not caused by any animal and did not involve the loss of any animal;
- 3) No **Insured** holds or previously held an ownership interest in the property where **Your Professional Services** occurred;
- 4) No other insurance applies to the **Claim** regardless of whether such insurance is collectible or not; and
- 5) As a condition precedent to coverage, **Your** client for the **Property Management** has obtained, and maintains during the **Policy Period**, commercial general liability insurance on the property with a minimum limit of liability of **\$ 1,000,000** and **You** are named as an additional insured on the client's policy.

**Our** aggregate sublimit of liability for all **Loss** from all **Claims** for **Bodily Injury** or **Property Damage** arising from **Your Professional Services** in **Property Management** is **\$ 50,000**.

These sublimits of liability are included within, and not in addition to, the Limits of Liability set forth in Item 3. of the Declarations page. If different parts of a **Claim** are subject to different sublimits of liability, the applicable sublimit of liability will be applied separately to each part of such **Claim** but the sum of such sublimits of liability shall not exceed the smallest applicable sublimit of liability.

B. Section E. Exclusions is amended to include:

This **Policy** does not apply to **Claim(s)** or **Supplemental Coverage Matter(s)**:

Based upon, arising out of, or in any way relating to, directly or indirectly:

- a. **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of any motor vehicle, aircraft, or watercraft. This exclusion applies even if the **Claim** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others;
- b. Any **Bodily Injury** to any employee, contractor or subcontractor, including any employee, volunteer worker, leased employee or temporary worker thereof, while working on behalf of any **Insured**; or any obligation under any workers' compensation, unemployment compensation, employers' liability, disability benefits law or any similar law;
- c. **Property Damage** to any property property owned, rented or leased by or to any **Insured**; or
- d. **Bodily Injury** or **Property Damage** based on or arising out of any defect, deficiency, inadequacy or dangerous condition in the:
  - 1) Design of;
  - 2) Construction of; or
  - 3) Building materials used in, any current on-going building or other structure construction project or any completed building or other structure construction project, by anyone, including but not limited to, the failure to design or construct in a workmanlike manner. This exclusion also applies to any resulting related loss of use, diminution in value, and/or extra expenses incurred while the defect, deficiency, inadequacy or dangerous condition is corrected.

All other terms and conditions remain unchanged. The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.