



IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative.

*John J. Dylla*

\_\_\_\_\_  
PRESIDENT

*Amelia Ciunguerra*

\_\_\_\_\_  
SECRETARY

*John J. Dylla*

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COUNTERSIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTERSIGNED AT

# Tennessee Real Estate Licensee Professional Liability Insurance Policy Claims Made

THIS IS A 'CLAIMS MADE' POLICY. PLEASE READ ALL PROVISIONS AND CONTACT YOUR PROGRAM ADMINISTRATOR IF YOU HAVE ANY QUESTIONS. THE POLICY APPLIES ONLY TO WRONGFUL ACTS AND LOCK BOX PROPERTY DAMAGE OCCURRENCES THAT OCCUR BETWEEN YOUR RETROACTIVE DATE AND THE END OF THE POLICY PERIOD. THE POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US ON OR AFTER THE INCEPTION DATE AND BEFORE THE END OF THE POLICY PERIOD. UPON TERMINATION OF YOUR POLICY, AN EXTENDED REPORTING PERIOD MAY BE AVAILABLE.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and what is not covered.

Throughout this policy the words "you" and "your" refer to any real estate licensee or real estate firm who has paid the premium charged for this policy and holds a valid real estate salesperson, broker or firm license issued by or is registered with, the Tennessee Real Estate Commission. The words "we," "us" and "our" refer to National Union Fire Insurance Company of Pittsburgh, Pa.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks are defined in DEFINITIONS (SECTION V) of this policy.

In consideration of the payment of the premium when due, and:

- a. In reliance upon the statements made in the Declarations; and
- b. Subject to the Limits Of Liability, Deductibles, Exclusions, Definitions, Conditions and all other terms of this policy, including those modified, replaced by or added by endorsements we issue forming a part of this policy, we agree with you as follows:

## SECTION I - COVERAGES

### Insuring Agreements

1. We will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as "damages" because of:
  - A. Real Estate Licensee Professional Liability  
A "wrongful act" in the rendering or failure to render "real estate services;" or
  - B. Lock Box Property Damage Liability  
"Lock box property damage" which occurs in the performance of your "real estate services;"  
to which this policy applies.
2. We will have the right and duty to defend any "claim" or "suit" seeking "damages" in 1. above, even if such "claim" or "suit" is groundless, false or fraudulent. We have no duty to defend any "claim" not covered by this policy. We shall have the right to appoint counsel and to make such investigation and defense of any "claim" as we deem necessary. In the event that a "claim" shall be subject to arbitration or mediation, we shall be 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.
3. We will not settle any "claim" without the prior consent of the insured. If, however, the insured refuses to consent to a settlement or compromise recommended by us and which is acceptable to the claimant, or continues legal, arbitration or mediation proceedings, or otherwise contests such "claim," then our liability shall be limited to the amount for which the "claim" could have been settled, including all "claim expenses" incurred up to the time of such refusal or continuation of proceedings.

In such event, we shall have the right to withdraw from the further investigation, defense, or settlement of such "claim" by tendering control of said investigation, defense or settlement to the insured.

4. The amount we will pay for "damages" is limited as described in LIMITS OF LIABILITY AND DEDUCTIBLE (SECTION III). We have no other obligation to pay anything unless explicitly provided for under DEFENSE AND ADDITIONAL EXPENSES (SECTION VI).
5. Our right and duty to defend will end when we have used up the applicable limit of liability in the payment of judgments or settlements to which this policy applies.
6. This policy applies to a "wrongful act" or "lock box property damage" only if:
  - a. (1) The "wrongful act" takes place; or  
(2) The "lock box property damage" is caused by an "occurrence" that takes place in the "coverage territory;"
  - b. Did not occur before "your retroactive date" or after the end of the "policy period," and
  - c. Prior to the inception date of this policy, the insured had no knowledge of:
    - (1) The "wrongful act," "occurrence" or any resulting "claim" or "suit;" or
    - (2) Any "wrongful act" or "occurrence" which would result, or could have reasonably been expected to result in a "claim" or "suit"  
Whether or not notice of any such "claim" or "suit" was furnished to any other insurer; and
  - d. A "claim" for "damages" because of the "wrongful act" or "occurrence" is first made against any insured and reported by the licensee indicated on the Certificate of Insurance to us or our program administrator while your coverage is in effect or during any Extended Reporting Period we provide to you under EXTENDED REPORTING PERIODS (SECTION VII).

A "claim" by a person or organization seeking "damages" will be deemed to have been made when notice of such "claim" is provided by the licensee indicated on the Certificate of Insurance and is received by us or our program administrator.

#### Exclusions

This policy does not apply to any "claim" or "suit" arising out of or in any way connected to:

- a. "Bodily injury," "property damage," "personal injury" or "advertising injury." However, the portion of the foregoing exclusion that pertains to "property damage" does not apply to "lock box property damage."
- b. (1) Dishonest, fraudulent, criminal, or malicious acts or omissions including concealment or intentional misrepresentation (except "fair housing discrimination" as provided under item 7. in DEFENSE AND ADDITIONAL EXPENSES (SECTION VI); or  
(2) Unfair competition, piracy, or any theft or wrongful taking of concepts or other intellectual property; This exclusion does not apply to any insured who did not commit such acts or omissions as set forth in subparagraphs (1) or (2) above.
- c. Any:
  - (1) Conversion, misappropriation, commingling, or defalcation of funds or other property;
  - (2) Failure to pay fees or commissions, including finder's fees or commissions;
  - (3) Inability or failure to pay money held for others; or
  - (4) Failure to collect money to be held for others.
- d. Any actual or alleged violations of
  - (1) The Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, or any similar federal, state, or local statute, law, or common law, or any of their amendments;
  - (2) The Securities Act of 1933;
  - (3) The Securities Exchange Act of 1934; or
  - (4) Any state Blue Sky or Securities law;  
or any rules, regulations, or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any "claim" based upon common law principles of liability if made in connection with an actual or alleged violation of any such statute or regulations.
- e. The failure to purchase or maintain any insurance or bonds.
- f. (1) Unlawful discrimination, humiliation, harassment, or misconduct because of, but not limited to, race, creed, color, age, sex, national origin, religion, handicap, or marital status (except "fair housing discrimination" as provided under item 7. in DEFENSE AND ADDITIONAL EXPENSES, SECTION VI).

- (2) Employment related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination, including, but not limited to a refusal to employ a person, or termination of any person's employment.

This exclusion also applies:

- (a) To the spouse, child, parent, brother or sister of a person as a consequence of any "damages" to a person at whom any of the employment related practices described in paragraph (2) above is directed;
  - (b) Whether the insured may be held liable as an employer or in any other capacity; and
  - (c) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.
- g. Any loss, cost or expense arising out of or resulting, directly or indirectly, from the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants", or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", or in any way respond to or assess the effects of "pollutants."
- h. Any "claim" based upon or arising out of the formation, syndication, operation or administration of any corporation, general or limited partnership, joint venture or real estate investment trust.
- i. Any "claim" arising out of liability assumed under any indemnity, hold harmless or similar provision or agreement, but this exclusion does not apply to liability you would have in the absence of such agreements.
- j. Any "claim" arising from "real estate services" relating to property in which:
- (1) You or your spouse or any entity, corporation, partnership, or trust which You or your spouse have more than a twenty five percent (25%) financial or ownership interest; or
- Any "claim" arising from "real estate services" relating to property that is constructed or developed by:
- (2) You or your spouse or any entity, corporation, or partnership in which You or your spouse have more than a ten (10%) financial or ownership interest.
- This exclusion does not apply to "claims" arising:
- (a.) from the management or sale of property acquired by you under a "Guaranteed Sale Listing Contract" within the first year you acquire such property provided the property is listed for sale during the entire year; or
  - (b.) from the sale or listing of your primary or principle residence provided the sale or listing is performed under the real estate license laws of Tennessee. Does not include For Sales By Owner sales or listings.
  - (c.) from the sale of an insured's real property by an insured who is not the property owner, builder or developer of such real property provided that the property owner, builder or developer was not the selling, listing or closing agent.
- k. Any "claim" arising out of or resulting, directly or indirectly, from any insured notarizing, certifying or acknowledging any signature not signed before such insured at the time of such notarization, certification or acknowledgment.
- l. Any "claim" made by an insured under this policy against any other insured. However, this exclusion will not apply if the "claim" arises solely from the "real estate services" one insured performs for another.

## SECTION II - WHO IS AN INSURED

Each of the following is an insured, but only with respect to "real estate services:"

1. You if you:
  - a. Are a resident of the state of Tennessee or a non resident of Tennessee working for or representing a real estate firm licensed and located in Tennessee;
  - b. Hold a valid Tennessee real estate license issued under the laws of the State of Tennessee; and
  - c. Have paid the premium charged for this coverage.
2. You if you:
  - a. Are not a resident of the state of Tennessee and do not work for or represent a real estate firm licensed and located in Tennessee;
  - b. Hold a valid Tennessee real estate license issued under the laws of the State of Tennessee; and
  - c. Have paid the premium charged for this coverage.

3. Your employees and assistants who are not required to be licensed under Tennessee real estate licensing law, while acting on your behalf.
4. The organization you work for or represent, including any Franchise grantor, but only with respect to the conduct of your "real estate services."
5. Your estate, heirs, executors, administrators, and legal representatives, in the event of your death, disablement, incapacity, insolvency, or bankruptcy, but only as respects liability arising out of "real estate services" rendered prior to your death, disablement, incapacity, insolvency, or bankruptcy.

### SECTION III - LIMITS OF LIABILITY AND DEDUCTIBLES

1. The Limits of Liability shown in the Program Declarations, the "claim expenses" with respect to item 7. and 8. in DEFENSE AND ADDITIONAL EXPENSES (SECTION VI) and the rules below are the most we will pay regardless of the number of:
  - a. "Claims" made or "suits" brought; or
  - b. Persons or organizations making "claims," "suits," or initiating proceedings.
2. Each of the limits applies separately to each real estate licensee described as an insured in item 1 and 2 of WHO IS AN INSURED (SECTION II). However, all persons or organizations qualifying as an insured in items 3, 4 and 5 of WHO IS AN INSURED (SECTION II) share in a single limit with such real estate licensee regardless of the number of:
  - a. "Claims" made or "suits" brought; or
  - b. Persons or organizations making "claims," "suits," or initiating proceedings.
3. The Real Estate Licensee Professional Liability Aggregate Limit is the most we will pay for the sum of all "damages" arising out of "wrongful acts" in the rendering or failure to render "real estate services" and the "claim expenses" with respect to item 7. and 8. in DEFENSE AND ADDITIONAL EXPENSES (SECTION VI) for any one "policy period" including any applicable Extended Reporting Period.
4. Subject to 3. above, the Each Wrongful Act Limit is the most we will pay for any "wrongful act" for the sum of all "damages" arising out of any one "claim."
 

Two or more "claims" arising out of a single "wrongful act" or a series of related "wrongful acts" shall be considered one "claim." Any such "claim(s)," whenever made and reported to us:

  - a. Shall be considered as first made and reported to us as soon as the earliest "claim" arising out of such "wrongful acts" was first made and reported to us or our program administrator;
  - b. Shall be subject to the Each Wrongful Act Limit; and
  - c. Shall be subject to the Each Wrongful Act Deductible.
5. The Lock Box Property Damage Liability Aggregate Limit is the most we will pay for all "damages" arising out of "lock box property damage" for any one "policy period" including any applicable Extended Reporting Period.
6. Subject to 5. above, the Each Occurrence Limit is the most we will pay for any "lock box property damage" for all "damages" arising out of any one "occurrence."
 

Any such "claim(s)," whenever made and reported to us:

  - a. Shall be considered as first made and reported to us as soon as the earliest "claim" arising out of such "occurrence" was first made and reported to us or our program administrator;
  - b. Shall be subject to the Each Occurrence Limit; and
  - c. Shall be subject to the Each Occurrence Deductible.
7. Subject to the Limits of Liability and all other terms and conditions of this policy, our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of the Each Wrongful Act Deductible and the Each Occurrence Deductible amount stated on your certificate of insurance.
 

You shall pay the full amount of the Each Wrongful Act Deductible and Each Occurrence Deductible for each "claim" made against an insured. You shall make direct payments of "damages" within the deductible amount to appropriate parties as designated by us. If we advance any such payments, you shall promptly reimburse us. If you fail to make direct payments or to reimburse us as described above, all insureds against whom the "claim" has been made are jointly and severally liable for such amounts.

If a "claim" involves two or more insureds who are affiliated with the same "real estate firm", only one "damages" deductible will apply.

## SECTION IV - CONDITIONS

### 1. Cancellation

- a. We may cancel this policy by mailing to You written notice of cancellation at least sixty (60) days before the effective date of cancellation. We can only cancel this policy for the following reason:
  - (1) Any insured has submitted a fraudulent "claim;"
  - (2) Any insured violates any of the terms or conditions of this policy;
  - (3) The risk originally accepted has substantially changed;
  - (4) Certification to the Director of Insurance of our loss of reinsurance which provided coverage to us for all or a substantial part of the risk insured under this policy; or
  - (5) The determination by the Director of Insurance that continuation of the policy could place us in violation of the Tennessee Insurance laws.
- b. We will mail or deliver our notice to You at the last mailing address known to us.
- c. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.
- d. If this policy is canceled, we will send You any premium refund due. If we cancel, the refund will be pro-rata.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.
- f. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### 2. When We Do Not Renew

If we decide not to renew this policy, we will mail through first-class mail to You written notice of the nonrenewal at least ninety (90) days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

If we offer to renew this policy and You do not accept our offer during the current "policy period," this policy will expire at the end of such "policy period."

### 3. Changes

This policy contains all the agreements between you and us concerning the insurance afforded.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

### 4. Conformity To Other State's Mandatory Programs

Any part of this policy which conflicts with any law provided by an "other state's mandatory program" is automatically amended to conform with the law of the "other state's mandatory program" providing the insured:

- a. Holds a valid real estate license issued under the laws of the "other state's mandatory program;"
- b. Is not a resident in the state of the "other state's mandatory program;" and
- c. Conducts their "real estate services" in the state of the "other state's mandated program."

The "other state's mandatory program" means a program requiring the purchase of primary real estate licensee professional liability or primary real estate licensee errors and omissions liability insurance as mandated by a state's, other than the state of Tennessee, statutes or regulations.

### 5. Duties In The Event Of Proceeding, "Claim" or "Suit"

- a. You must notify us or our program administrator as soon as practicable of a "wrongful act" or "occurrence" which results in a "claim" under this policy.

To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" or "occurrence" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any "damages" arising out of the "wrongful act" or "occurrence."
- b. If a "claim" is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
    - (2) Notify us or our program administrator in writing as soon as practicable.

- c. You and any other insured must:
  - (1) Immediately send us or our program administrator copies of any demands, notices, summons or legal papers received in connection with the "claim" or "suit;"
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit;" and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of "damages" to which this policy may also apply.
- d. No insureds will, except at their own cost, make a payment, assume any obligation, or incur any expense without our consent. Such consent shall not be unreasonably withheld.

**6. Reporting of "Wrongful Acts" or "Occurrences" That May Give Rise to a Claim**

- a. If during the "policy period" you become aware of a specific "wrongful act" or "occurrence" that may reasonably be expected to give rise to a "claim" against you, you must report such specific "wrongful act" or "occurrence" to the Company during the "policy period" in writing, then any "claim" subsequently arising from such specific "wrongful act" or "occurrence" duly reported in accordance with this paragraph shall be deemed under this Policy to be a "claim" made during the "policy period". Such written notice to the Company shall include:
  - (1) particulars as to the reasons for anticipating such a "claim"; and
  - (2) the nature and dates of the alleged "wrongful act" or "occurrence;" and
  - (3) the alleged "damages" sustained; and
  - (4) the names of potential claimants, if available; and
  - (5) the manner in which you first became aware of the specific "wrongful act" or "occurrence."

**7. Fraud and Misrepresentation**

No oral or written misrepresentation or warranty made by you prior to the inception of this policy shall be deemed material or defeat or void this policy or prevent it attaching, unless the misrepresentation or warranty was made with the intent to deceive.

**8. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the limit of liability.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**9. Other Insurance**

This insurance is primary insurance except if the "claim" or "suit" is brought when the EXTENDED REPORTING PERIOD (SECTION VII) applies. If this insurance is primary and there is other valid and collectible insurance, we will pay the portion of "damages" and "claim expenses" in excess of the Each Wrongful Act Deductible and Claim Expense Deductible, which equals our percentage of the total of all limits that apply.

All insurance afforded by the EXTENDED REPORTING PERIOD (SECTION VII) 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); including insurance that is effective prior to the beginning of the "policy period" shown in the Program Declarations and applies to "wrongful acts" or "occurrence" on other than a claims-made basis, if the other insurance has a policy period which continues after "your retroactive date."

When this insurance is excess over other insurance we have no duty to defend any "claim" or "suit." We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for "damages" in the absence of this insurance; and
- b. The total of all applicable deductible and self-insured amounts under all that other insurance.

## 10. Responsibility Of Program Administrator

- a. The program administrator is responsible for the collection of premiums from all real estate licensees applying for coverage under this policy.

Real estate licensees that apply for coverage under this insurance after the beginning of the "policy period" will be charged a proportional premium amount. The premium for short-term coverage will be calculated as of the 15th day of the month during which the real estate licensee becomes an insured, regardless of their actual effective date of coverage.

**ALL PREMIUMS ARE CONSIDERED FULLY EARNED UNLESS THIS POLICY IS CANCELED BY US.**

- b. The program administrator will notify us of the names, license number, effective date of coverage and retroactive date of all licensees covered under this insurance.

## 11. Separation Of Insureds

Except as provided in item #2 of LIMITS OF LIABILITY AND DEDUCTIBLE (SECTION III), and any rights or duties specifically assigned in this policy to you, this insurance applies:

- a. As if each insured were the only insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

## 12. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We shall not exercise any such rights against any person, firms, or other entities included as insureds under WHO IS AN INSURED (SECTION II). However, we reserve the right to exercise any rights of recovery against an insured with respect to any "claim" brought about by, or attributed to, the intentional, dishonest, fraudulent, criminal, or malicious act or omission of such insured.

## 13. Transfer Of Your Rights And Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent.

## SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following "offenses" committed in the course of advertising your goods, products or services:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
3. "Claim" means a demand received by any insured for "damages," including the institution of a "suit" or arbitration proceeding against any insured. "Claim" does not include proceedings seeking injunctive relief, other non-monetary relief, rescission or administrative proceeding, except as provided under item 7. and 8. in DEFENSE AND ADDITIONAL EXPENSES (SECTION VI).
4. "Claim expenses" means all reasonable and necessary fees charged by attorneys designated by us and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim" if incurred by us or by you with our prior written consent.

"Claim expenses" do not include salary, charges or expenses incurred by you or salary, charges or expenses of our employees or officials.
5. a. "Coverage territory" as respects a resident licensee as described in item #1. of WHO IS AN INSURED (SECTION II), means all parts of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America if the insured's responsibility to pay "damages" is determined in a "suit" on the merits in the United States of America (including its territories and possessions), Puerto Rico or Canada.

We may, however, elect where permitted by law, at any time to investigate, settle, or defend "claims" made anywhere other than the United States of America, its territories, possessions, Puerto Rico or Canada. If we do not make such election, then the insured agrees to make, or cause to be made, under our supervision, such investigation and defense as is reasonably necessary.

- b. "Coverage territory," as respects a non-resident licensee as described in item #2. of WHO IS AN INSURED (SECTION II), means real estate located in the State of Tennessee if the insured's responsibility to pay "damages" is determined in a "suit" on the merits in the United States of America (including its territories and possessions), Puerto Rico or Canada.
6. "Damages" means monetary "damages" which an insured becomes legally obligated to pay. "Damages" does not include fines, sanctions or penalties against any insured, the return or reimbursement of fees for "real estate services" or punitive, exemplary and multiple damages.
  7. "Fair housing discrimination" means the violation of Title VIII of the Civil Rights Act of 1968 or the Fair Housing Amendment Act of 1998, and any similar federal, state or local law or ordinance. "Guaranteed sale listing contract" means a written agreement between you and the seller of a property, in which you agree to purchase the property if it is not sold under the listing agreement in the time frame specified by the agreement.
  8. "Guaranteed sale listing contract" means a written agreement between you and the seller of a property, in which you agree to purchase the property if it is not sold under the listing agreement in the time frame specified by the agreement.
  9. "Lock box property damage" means "property damage" to tangible property arising out of your distribution, maintenance, operation or use of a lock box or keyless entry system on property not owned by you which:
    - a. Is in your care, custody and control;
    - b. You have shown or listed for sale; and
    - c. Is protected by a lock box, keyless entry system or similar device.
  10. "Occurrence" means, with respect to "lock box property damage," an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
  11. "Offense" means, with respect to:
    - a. "Advertising injury," an offense described in the definition of "advertising injury;"
    - b. "Personal injury," an offense described in the definition of "personal injury;"

All "advertising injury" or "personal injury" arising out of the repeated publication of the same or similar material, regardless of the mode in which such material is communicated, shall be considered as arising solely out of one "offense."
  12. "Personal injury" means injury, arising out of your "real estate services", other than "bodily injury" or "advertising injury," arising out of one or more of the following "offenses":
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
    - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
    - e. Oral or written publication of material that violates a person's right of privacy.
  13. "Policy period" means each annual period beginning with the inception date shown in the Program Declarations and ending with the earlier of:
    - a. The date of cancellation of this policy;
    - b. The expiration date shown in the Program Declarations; or
    - c. The date your coverage ends under this policy if different from a. or b. above.

Licensees added to this policy after its inception date begin on the effective date of their coverage. If this policy is replacing a licensee's policy that ended at noon, instead of 12:01 a.m., coverage for the licensee begins at noon when their old policy expires. However, coverage ends at 12:01 a.m. as stated in a., b. or c. above.
  14. "Pollutants" means any substance exhibiting hazardous characteristics as, is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state, local or foreign equivalent. "Pollutants" also means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

15. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
16. "Property improvement services" means any of the following services provided in connection with the renovation and reconstruction of real estate:
- a. managing facility renovation and reconstruction plans;
  - b. developing and managing renovation and reconstruction contracts and subcontracts; and
  - c. developing loss control and risk management plans in connection with reconstruction or renovation.
17. "Property management services" means any of the following services provided in connection with the management of real property:
- a. developing management plans and budgets;
  - b. overseeing the physical maintenance of real property;
  - c. tenant relation services, including the collection of rent and processing evictions;
  - d. soliciting and negotiating contracts for the sale or leasing of real property;
  - e. developing, implementing and managing contracts and subcontracts necessary to the daily functioning of real property; and
  - f. record keeping.
- "Property management services" does not include and we will not cover:
- a. "property improvement services";
  - b. analyzing, evaluating or making recommendations concerning environmental hazards or exposures; or
  - c. obtaining, maintaining or negotiating property and liability insurance contracts.
18. "Regulatory complaint claim" means a written complaint made to a real estate regulatory board or commission arising from a "wrongful act" in the rendering or failure to render "real estate services" which did not occur before the insured's retroactive date or before the end of the "policy period."
19. "Real estate firm" means a legal entity licensed under the Tennessee Real Estate Broker License Act, T.C.A. §62-13-101, et. seq.
20. "Real estate services" means services performed or advice given by the insured as defined in the Tennessee Real Estate Broker License Act, T.C.A. §62-13-101, et. seq. including "property management services".
- "Real estate services" also include the following services performed or advice given by the insured in connection with the services above:
- 1) Consultant or counselor,
  - 2) Notary public.
- "Real estate services" does not include services performed or advice given by the insured in connection with activities as a (n):
- Registered, Licensed or Certified Real Estate Appraiser;
  - Mortgage banker, mortgage broker or correspondent;
  - Escrow agent;
  - Construction Manager;
  - Property Developer;
  - Lawyer;
  - Insurance Agent;
  - Title Agent; or
  - Title Abstractor.
21. "Suit" means a civil proceeding in which "damages" to which this policy applies are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
22. "Your retroactive date" means the retroactive date established for you. A retroactive date is established separately for each licensee. Your retroactive date will be the earliest of the following dates:
- a. The date your coverage began under this policy; or
  - b. The date your coverage began under a previous claims made policy that provided coverage similar to this policy and has been continuously renewed until the date your coverage began under this policy.
23. "Wrongful act" means any negligent act, error, omission, breach of duty, misstatement or misleading statement.

#### SECTION VI - ADDITIONAL EXPENSES

We will pay, with respect to any "claim" or "suit" we defend:

1. All expenses we incur except as noted in 7. below.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of liability. We do not have to furnish these bonds.
3. An insured's actual loss of earnings, up to \$250 per day, up to a maximum of \$5,000, resulting from time off from work because of our request for assistance in the investigation or defense of a "claim" or "suit."
4. All costs taxed against the insured in the "suit."
5. All prejudgment interest awarded against an insured on that part of the judgment we pay. However, if we make a settlement offer to pay the available limit of liability, we will not pay the prejudgment interest that accumulates after the date of our offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

Any amounts paid under 1. through 6. above will not reduce the limits of liability and are not subject to a deductible. Our duty to make such payments ends, however, when we have used up the limits of coverage that apply with the payment of "damages".

We will also pay:

7. "Damages" and "claim expenses", up to a maximum sum of \$10,000 for all "claims" arising from an act of "fair housing discrimination", even if deemed intentional by adjudication, notwithstanding exclusions b. (1) and f. (1) (SECTION I).

Two or more "claims" arising from a single act of "fair housing discrimination" or a series of related acts of "fair housing discrimination" shall be considered one "claim" and shall be considered as first made and reported to us as soon as the earliest "claim" was first made and reported to us or our program administrator.

The coverage provided under this item 7. is subject to the **Real Estate Licensee Professional Liability Aggregate Limit**; and all "damages" and "claim expenses" paid hereunder shall be included in such limit and shall be subject to the **Each Wrongful Act Deductible**.

We will not pay "damages" or "claim expenses" above the sum provided for in item 7. and our duty to defend will end when we have used up the above limit in the payment of judgment, settlements and expenses to which item 7. applies.

8. "Claim Expenses" up to a maximum of \$5,000 for all "claims" arising from a "regulatory complaint claim".

The coverage provided under this item 8. is subject to the **Real Estate Licensee Professional Liability Aggregate Limit**; and all "claim expenses" paid hereunder shall be included in such limit and shall not be subject to the **Each Wrongful Act Deductible**.

We will not pay "claim expenses" above the sum provided for in item 8. and our duty to defend will end when we have used up the above limit in the payment of judgment, settlements and expenses to which item 8. applies.

#### SECTION VII - EXTENDED REPORTING PERIOD

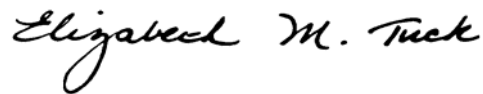
1. Basic Extended Reporting Period
  - a. We will automatically provide a Basic Extended Reporting Period, at no additional charge, starting with the end of the "policy period," and lasting for a period of ninety (90) days if your coverage under this policy is canceled or nonrenewed for any reason.

- b. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."
  - c. The Basic Extended Reporting Period does not apply to "claims" if you purchase the Additional Extended Reporting Period described in item 2. below.
  - d. The additional time period of ninety (90) days does not extend the "policy period," change the scope of coverage provided, or reinstate or increase the limits of liability.
2. Additional Extended Reporting Period
- a. If your coverage under this policy is canceled or nonrenewed for any reason other than non payment of premium, you have the option to purchase, for an additional premium, an Additional Extended Reporting Period.
  - b. The Additional Extended Reporting Period Option starts with the end of the "policy period" and lasts for (1), (2) or (3) years.
  - c. The additional premium for the Additional Extended Reporting Period Option shall be one hundred percent (100%) for a (1) year period, one hundred fifty percent (150%) for a (2) year period or two hundred percent (200%) for a (3) year period of your full expiring annual premium.
  - d. We will issue an Additional Extended Reporting Period endorsement only if:
    - (1) You request it and pay the additional premium within ninety (90) days of the end of the "policy period;"
    - (2) You have paid all premiums due for this policy at the time you request an Additional Extended Reporting Period Endorsement; and
  - e. During the Additional Extended Reporting Period, coverage under this policy applies as excess over any valid and collectible insurance available under policies in force after such Extended Reporting Period starts.
  - f. The Additional Extended Reporting Period does not extend the "policy period" or change the scope of coverage provided. It only applies to "claims" for "wrongful acts" committed before the end of the "policy period" but not before "you retroactive date;"
  - g. The Additional Extended Reporting Period does not extend the "policy period," change the scope of coverage provided, or reinstate or increase the limits of liability.
  - h. The Additional Extended Reporting Period is not renewable; and
  - i. Cannot, once in effect, be canceled. We need not return any part of the premium paid for any reason whatsoever.

We have caused this policy to be signed by our President and a Secretary, but it shall not be binding unless countersigned on the Declarations page by our duly authorized representative.



**PRESIDENT**



**SECRETARY**

LICENSED APPRAISAL ENDORSEMENT

Named Insured		Endorsement Number
Policy Number	Policy Period From:                      To:	Effective Date of Endorsement 12:01 AM
Issued By (Name of Insurance Company) <b>National Union Fire Insurance Company of Pittsburgh, Pa.</b>		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
This endorsement modifies insurance provided under the following:

**REAL ESTATE PROFESSIONAL LIABILITY  
ERRORS AND OMISSIONS**

In consideration of an additional annual premium charged, it is agreed that coverage is added for appraisal services as shown below:

- The description of "real estate services" in **DEFINITIONS (SECTION V)** is amended to include services performed or advise given by the insured while appraising real estate. Appraising real estate means the process of establishing market value, investment value or other defined value of a specific item of real estate when such services are conducted by a registered, licensed or certified real estate appraiser who also holds an active valid real estate salesperson or broker license issued by the Tennessee Real Estate Commission.

With respect to the coverage provided by this endorsement:

- Exclusion j. (**SECTION I**) is deleted in its entirety and replaced with the following:
  - Any "claim" arising from "real estate services" including appraising real estate, relating to property in which:
    - You or your spouse or any entity, corporation, partnership, or trust which You or your spouse have more than a twenty five percent (25%) financial or ownership interest; or
 Any "claim" arising from "real estate services" including appraising real estate, relating to property that is developed, constructed or owned by:
    - You or your spouse or any entity, corporation, or partnership in which You or your spouse have more than a ten (10%) financial or ownership interest.

This exclusion does not apply to "claims" arising:

- from the management or sale of property acquired by you under a "Guaranteed Sale Listing Contract" within the first year you acquire such property provided the property is listed for sale during the entire year; or
- from the sale or listing of your primary or principle residence provided the sale or listing is performed under the real estate license laws of Tennessee. Does not include For Sales By Owner sales or listings.
- from the sale of an insured's real property by an insured who is not the property owner, builder or developer of such real property provided that the property owner, builder or developer was not the selling, listing or closing agent.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Authorized Agent