POLICY NUMBER: HDI-0342 (1019)



THIS ENDORSEMENT CHANGES THE REAL ESTATE SERVICES ERRORS AND OMISSIONS LIABILITY INSURANCE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM REAL ESTATE SERVICES

You and We agree:

A. Reimbursement of Expenses

We will reimburse **You** up to \$750.00 a day, subject to a maximum of \$50,000.00 per **Policy Period**, for **Your** actual loss of earnings for attendance, at Our request, at a trial, hearing, mediation or arbitration involving a covered **Claim** against **You**. The maximum amount payable per **Claim**, regardless of the number of trials, hearings, mediations or arbitrations proceedings or number of insureds shall be \$10,000.00.

B. Disciplinary Proceedings

We will reimburse You up to \$20,000.00 per disciplinary proceeding, subject to a maximum of \$50,000.00 per Policy Period, for reasonable attorneys' fees and other necessary costs, expenses or fees resulting from the investigation or defense of a proceeding before a real estate licensing board as a result of an act or omission in the performance of insured services by You between the Retroactive Date and end of the Policy Period. The notice of proceeding must be first received by You and reported to Us during the policy period and within 14 days of receipt to be eligible for reimbursement. The Retention applies to this coverage.

C. Public Relations Advisory Services

We will reimburse You up to \$25,000.00 per Public Relations Event, subject to a maximum of \$50,000.00 per Policy Period, for reasonable Public Relations Expenses incurred by the Named Insured for advisory services provided by a public relations firm to the Named Insured as a result of a Public Relations Event which occurs during the Policy Period.

Public Relations Event means:

- 1. incapacitation, life threatening illness or death of any partner, member, officer, director, or sole proprietor owner
- 2. compulsory dissolution of the Named Insured.
- **3.** violent act, kidnapping, sexual assault, criminal firearm use, or workplace accident resulting in negative regional or national media coverage of the **Named Insured**.

Public Relations Expenses means reasonable fees and expenses incurred by the Named Insured for advisory services provided

D. Subpoena Assistance

We will reimburse You expenses incurred in responding to a subpoena that You first receive and report in writing to Us during the Policy Period resulting from the performance of insured services by You. We will reimburse up to \$30,000.00 in expenses per subpoena. All subpoenas arising out of related claims shall constitute a single subpoena for the purposes of this section. We must be notified within 14 days of receipt of the subpoena for this coverage to apply.

E. First Party Cyber Liability Coverage

We will reimburse the **Named Insured** up to \$50,000.00 per **Policy Period** for the cost of hiring a third-party consultant or adviser approved by **Us**, including client notification costs, to mitigate the potential for **Claims** arising from an actual security breach which results in the loss or theft of confidential client information. **We** shall have the right to conduct client notification before reimbursing costs.

Coverage shall be excess of and provide the same terms and conditions as all valid and collectible first party cyber liability coverage provided to **You** under any specific policy, Business Owners Policy or similar property coverage.

F. Not-for-Profit Directors Coverage

We will reimburse the Owner/Broker of the Named Insured up to \$15,000.00 per claim or \$30,000.00 per Policy Period for Damages or Defense Costs arising out of the Owner/Broker's activities as a Director or Officer of a Not-for-Profit Organization, provided that such activities have been previously disclosed to the Company in writing and accepted by the Company.

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Coverage shall be excess of all valid and collectible Directors' and Officers' Liability Insurance, which has been issued to the **Not-for-Profit Organization**.

Not-for-Profit Organization means an entity which qualifies as a nonprofit organization under Section 501(c)(3), (c)(4), (c)(6) or (c)(7) of the Internal Revenue Code of 1986, including amendments thereto. As used herein, **Not-for-Profit Organization** shall not include the **Named Insured** or any client of the **Named Insured**.

Owner/Broker means any natural person who has an ownership interest in the Named Insured.



All other terms and conditions of this Policy remain unchanged.

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