

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### REAL ESTATE AND PROPERTY MANAGERS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. Clause II. DEFINITIONS, paragraph J. is deleted in its entirety and replaced with the following:

**J. Pollutants** means, but are 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, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause II. DEFINITIONS, paragraph O., "**wrongful act**" is amended to include the following:

**Wrongful act** also means any actual or alleged:

1. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
2. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
3. false arrest, detention or imprisonment; or
4. wrongful entry or eviction, or other invasion of the right of private occupancy.

3. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph S., relating to personal injury, is deleted in its entirety.

4. Clause III. EXCLUSIONS – CLAIMS NOT COVERED is amended to include the following paragraph at the end of such Clause:

**We shall not cover claims:**

- RE-A. arising out of or connected with the performance of or failure to perform services as an attorney, insurance agent, insurance broker, mortgage banker, mortgage broker, escrow agent, property developer, builder or construction manager;
- RE-B. arising out of or connected with the formulation, promotion, syndication, offer, sale or management of any limited partnership, general partnership, real estate investment trust or other security, including any interest therein;
- RE-C. arising out of any **insured** advising others by making promises, warranties or guarantees as to the future value of any property;
- RE-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;
- RE-E. arising out of or connected with any transaction in which **you** or any affiliate of **yours** has a direct or indirect beneficial ownership interest as a buyer, owner or seller of real property; provided, however, this exclusion does not apply to real property to which **you** have taken legal title solely for immediate resale and have entered into a written contract to sell not later than ninety (90) days after taking legal title; or
- RE-F. arising out of any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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