

## CONTINGENT BODILY INJURY/PROPERTY DAMAGE ENDORSEMENT

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

1. Section VI. EXCLUSIONS, Exclusions A. and B. are each deleted in their entirety and replaced with the following:

based on or arising out of **bodily injury** or **property damage** unless such **claim** results from an act or omission in the rendering of **professional real estate services**; however, coverage will only be provided pursuant to this section (and all the other terms and conditions of the policy) only in the event that no other insurance applies to such **claim**, regardless of whether or not such insurance is collectible.

Notwithstanding the foregoing, this exclusion shall not apply to any lock box claim.

2. Section VI. EXCLUSIONS is amended by the addition of the following new exclusions:

We will not defend or pay any claim:

- (a) based on or arising out of ownership, maintenance, operation, use, entrustment to others, loading, or unloading of any motor vehicle, aircraft or watercraft owned or operated by or rented or loaned to **you**;
- (b) based on or arising out of any act or omission for which any **Insured** or any carrier as his insurer may be held liable under a worker's compensation, unemployment compensation or disability benefits law or under similar law;
- 3. As a condition precedent to coverage under this endorsement, the first of **you** named on the Declarations agrees and warrants that Comprehensive General Liability insurance, including products/completed operations and premises/operations, covering **bodily injury** and **property damage** in the amount of \$\_\_\_\_\_ applying to the operations of the first of **you** named on the Declarations shall be kept in force during the **policy period**.
- 4. Solely with respect to the coverage provided by this endorsement, separate sublimits as set forth below, shall apply. The sublimits are included within, and not in addition to, the limits of liability set forth in the Declarations.

		Sublimits of Liability	
		Each Claim: \$	Aggregate: \$
5.	Notwithstanding the deductible set forth in the Declarations, a separate deductible as set forth below each <b>claim</b> covered under this endorsement:		·
		Deductible (inclusive of damag	es and claim expenses):
		Each Claim: \$	_
6.	Solely with respect to the coverage afforded under this endorsement, Section I. Insuring Agreement A.2. is deleted in its entirety and replaced as follows:		
	2.	on, no Insu related acts or omissions, wo	<b>red</b> knew or could reasonably have expected that such act or omission, or uld result in a <b>claim</b> .

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.

CNA65791XX (5-12)	Policy No:
Page 1	Endorsement No:
	Effective Date:

Insured Name: