
PROFESSIONAL SERVICES ENDORSEMENT
Property Manager Services

For use with E-Pack Miscellaneous Professional Liability Coverage Part, G-139035–A (6/00)
Draft 1/24/02

In consideration for the premium paid for this Policy, it is agreed that the Miscellaneous Professional Liability **Coverage Part** is amended as follows:

1. Section II, **DEFINITIONS**, is amended as follows:

a. Subsection 5, **Professional Services**, is amended by adding the following:

Professional Services also means **Property Manager Services**.

b. The following new definitions are added:

Construction Manager means any person providing the following services in connection with the construction, reconstruction and renovation of real property:

- a. management of facility construction, reconstruction and renovation plans;
- b. development and management of construction, reconstruction and renovation contracts and subcontracts; and
- c. development of loss control and risk management plans in connection with the construction, reconstruction or renovation.

Fungi means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of fungi.

Microbe means any non-fungal microorganism or non-fungal colony-form organism that causes infection or disease including but not limited to any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.

Property Manager Services means the following services provided by a person, other than a **Construction Manager**, in connection with the management of commercial or residential property for others for a fee:

- a. development and implementation of management plans and budget;
 - b. oversight of physical maintenance of property;
 - c. solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
 - d. development, implementation and management of loss control and risk management plans for real property;
 - e. development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property;
 - f. feasibility studies and recommendations regarding maintenance, repairs, renovations or alterations of managed premises, provided said maintenance, repairs, renovations or alterations do not involve the services of an architect; and
 - g. personnel administration and record keeping, including tax filings, in connection with a managed property.
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2. Solely with respect to coverage afforded under this Endorsement, Section III, **EXCLUSIONS**, is amended as follows:

a. Subsection 1, Exclusions Applicable to all **Loss**, is amended as follows:

(1) Exclusion E is amended by deleting "50%" and inserting "20%"; and

(2) The following exclusions are added:

<ENDFIELD1> based upon, directly or indirectly arising out of, or in any way involving any commingling, misappropriation or improper use of funds, or the inability or failure to pay, collect or safeguard funds;

<ENDFIELD2> based upon, directly or indirectly arising out of, or in any way involving the gaining of any personal profit or advantage to which the **Named Company Insured** is not legally entitled

<ENDFIELD3> based upon, directly or indirectly arising out of, or in any way involving the insolvency, bankruptcy, licensing, receivership, liquidation or inability to pay of any insurer, trust, organization or other vehicle in which any **Insured** has placed or obtained insurance coverage or placed the funds of a client or account;

<ENDFIELD4> based upon, directly or indirectly arising out of, or in any way involving **Property Manager Services** in which any **Insured** or any company affiliated with any **Insured** was a developer, constructor or builder;

<ENDFIELD5> based upon, directly or indirectly arising out of, or in any way involving the failure to effect or maintain any insurance or bond, or to any failure to cover certain perils or to purchase an adequate amount or type of insurance;

<ENDFIELD6> based upon, directly or indirectly arising out of, or in any way involving any advice as to the future value of property;

<ENDFIELD7> based upon, directly or indirectly arising out of, or in any way involving services as an accountant, lawyer, insurance agent, insurance broker, mortgage broker, mortgage banker, escrow agent, real estate agent, or real estate broker;

<ENDFIELD8> based upon, directly or indirectly arising out of, or in any way involving the transfer or failure to transfer funds, monies or securities;

<ENDFIELD9> based upon, directly or indirectly arising out of, or in any way involving the formation, syndication, promotion, roll-up, operation or administration of

ENDORSEMENT NUMBER: «Sequence»

POLICY NUMBER: «PolNumber»

ISSUED TO: «CusChangeName»

EFFECTIVE DATE OF ENDORSEMENT: «EndoEffectiveDate»

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 and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative _____

(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)

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any property syndication, real estate investment trust or any other form of corporation, general or limited partnership or joint venture;

<ENDFIELD 10>based upon, directly or indirectly arising out of, or in any way involving any tax advice rendered by any **Insured**;

<ENDFIELD 11>based upon, directly or indirectly arising out of, or in any way involving any notarized certification or acknowledgment of a signature without the physical appearance before a **Named Company Insured** of the person who is, or claims to be, the person signing the instrument;

<ENDFIELD 12>based upon, directly or indirectly arising out of, or in any way involving any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **Fungi** or **Microbes**; or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, assess the effects of or advise of the existence of any **Fungi** or **Microbes**. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the **Losses** claimed;

b. Subsection 2, Exclusions Applicable to a Portion of Loss, is amended by deleting exclusion A in its entirety and inserting the following:

A. The Insurer shall not be liable to pay any **Loss** under this Coverage Part, other than **Defense Costs**, in connection with any **Claim** made against a **Named Company Insured** for discrimination, humiliation, harassment or misconduct that includes but shall not be limit to **Claims** based upon an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference;

3. Solely with respect to **Property Management Services**, as a condition precedent to coverage under this endorsement, the **Named Company Insured** 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 \$1,000,000 applying to the **Named Company Insured's** operations shall be kept in force during the **Policy Period** of this Policy.

All other provisions of this Policy shall remain unchanged.

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