

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The XL America, Inc. insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

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- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

## NOTICE TO POLICYHOLDERS

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- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

### Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

# NOTICE TO POLICYHOLDERS

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## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/iran.aspx>, see List of CISADA and NDAA Prohibitions or Conditions

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

# NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under the Administrative Workers' Compensation Act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>
<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

## NOTICE TO POLICYHOLDERS

<b>Puerto Rico</b>	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  <b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

## NOTICE TO POLICYHOLDERS

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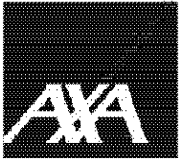
Dear Policyholder:

On the declaration page of your insurance policy you will find important information about your insurance coverage, including the policy premium. XL believes that it is important for policyholders to know that the insurance premium you pay for this policy includes not only the cost for the insurance provided by XL but it may also include the compensation we may pay to the insurance producer who has arranged for the placement of your insurance with XL.

We at XL are committed to full transparency concerning the amount of premium allocated to insurance producer compensation. In the event that you have a question about the amount of compensation paid to the insurance producer for your insurance policy, we encourage you to contact your insurance producer.

Thank you for insuring with XL.





**REGULATORY OFFICE**  
505 Eagleview Blvd., Ste. 100  
Dept: Regulatory  
Exton, PA 19341-1120

**Insurance Company Providing Coverage:** Greenwich Insurance Company

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE  
DECLARATIONS**

**POLICY NO.:** TAG0154244

**RENEWAL OF:** TAG0154244

**PRODUCER:** Risk Placement Services, Inc. - Bridgewater **PRODUCER #:** 04626

**THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE CLAIM MUST BE REPORTED IMMEDIATE LY IN WRITING TO THE COMPANY DURING THE POLICY PERIOD UNLESS AN EXTENDED CLAIM REPORTING PERIOD APPLIES. DEFENSE EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY.**

**Item 1. NAMED INSURED:** Town Title Agency LLC  
**ADDRESS:** East 40 Midland Avenue 1st 71  
**CITY, STATE, ZIP CODE:** Paramus, NJ 07652

**Item 2. POLICY PERIOD:**  
From: 11/23/2023 To: 11/23/2024  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein.

**Item 3. LIMITS OF LIABILITY (Inclusive of defense expenses):**  
\$ 1,000,000 Each **Claim**  
\$ 1,000,000 Each **Policy Period** Aggregate

**Item 4. DEDUCTIBLE (Inclusive of defense expenses):**  
\$ 10,000 Each **Claim**

**Item 5. PREMIUM:** \$ 8,421.00  
NJ PLIGA 42.11

**Total Premium** \$ 8,463.11

**Item 6. RETROACTIVE DATE:** See Endorsement #1

**Item 7. NOTICES AND CLAIMS TO BE SENT:**

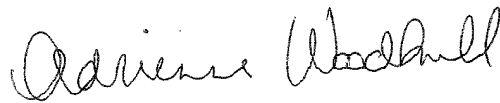
RPS Plus Companies  
1150 U.S. Highway 22, Suite 120  
Bridgewater, NJ 08807  
Fax: 832-918-3813 Email: Bridgewater.RPS.Claims@rpsins.com

**Item 8. ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:**

Endorsement Number	Endorsement Form Number	Endorsement Title
	PN CW 02 0505	PRIVACY POLICY
	PN CW 05 0914	OFAC
	PN CW 01 1121	FRAUD NOTICE
	PN CW 03 0505	NOTICE TO POLICYHOLDERS
	IL MP 9104 0314 GIC	IN WITNESS CLAUSE GIC
1	TA 411 0815	RETROACTIVE DATE ENDORSEMENT
2	TA 400 0115	ADDITIONAL INSURED
3	TA 404 0115	1ST DOLLAR DEFENSE ENDT
4	TA 408 0115	WAIVER OF APPL ENDT
5	TA 412 0815	CFPB DEFENSE ENDT
6	TA 413 0820	PLUS ADVANTAGE ENDT
7	TA 415 0619	REMOTE NOTARIZATION ENDT
8	TA 100-NJ 0115	NJ AMENDATORY ENDT
	TA 050 FW 0115	TITLE AGENTS PROF LIAB E&O INSURANCE
	GIC W9	FATCA GIC W9

10/26/2023

Date



Authorized Signature

**IN WITNESS**

**GREENWICH INSURANCE COMPANY**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph Tocco  
President



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Toni Ann Perkins  
Secretary

**ENDORSEMENT # 1**

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of  
Policy No. TAG0154244 issued to Town Title Agency LLC  
by Greenwich Insurance Company

**RETROACTIVE DATE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following policy:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is hereby agreed and understood that:

This policy does not apply to any **claims** arising from **professional services** rendered prior to the date shown below:

11/23/2011

This date cannot be changed without **your** and **our** separate agreement.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 2**

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244      issued to Town Title Agency LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is agreed that Section **A. DEFINITIONS**, paragraph **7. Insured, you or your** is amended to add the following as additional **Insured(s)**:

<b>Insured(s):</b>	<b>Retroactive Date:</b>
Town Land Title Services, LLC	11/23/2011

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 3**

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244 issued to Town Title Agency LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FIRST DOLLAR DEFENSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is agreed that Section **F. DEDUCTIBLE** is deleted and replaced with the following:

- F.** **You** are obligated to pay all **damages** up to the amount of the Deductible in the Declarations. The deductible shall be payable as **damages** are paid. Payments of the Deductible, or portions thereof, shall be made by the **Named Insured** within thirty (30) days of the **Company's** request for payment.

The words (inclusive of **defense expenses**) are deleted from Item 4. of the Declarations.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 4**

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244 issued to Town Title Agency LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF APPLICATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is agreed that the policy is amended by adding the following to Section I. **ADDITIONAL TERMS AND CONDITIONS**, paragraph 5. **Representations:**

All references to an application in this policy shall include the application or proposal described below. The **Company** has relied upon all statements, representations and other information and documents contained in or submitted with such other application or proposal as if they were submitted directly to the **Company** using its own Application form.

Type of Application/Proposal:	Application For Title Agents, Abstractors & Escrow Agents
	Errors & Omissions Liability Insurance
Carrier:	Professional Risk Solutions
Date Signed:	08/28/2023

All other terms and conditions of this policy remain unchanged.

## ENDORSEMENT # 5

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244 issued to Town Title Agency LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### CONSUMER FINANCIAL PROTECTION BUREAU (CFPB) DEFENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

The company will reimburse any **Insured** for **defense expenses**, subject to the Limits of Liability stated below, incurred in responding to a **CFPB Matter**, provided that:

1. The **CFPB Matter** arises out of an actual or alleged negligent act or omission in the performance of **professional services** or **personal injury** that are alleged to have occurred on or after the **retroactive date** of this policy, but before the end of the **policy period**;
2. The **CFPB Matter** commences against any **Insured** during the **policy period** and is reported to the Company during the **policy period** or any Extended Reporting Period ("ERP").

The maximum amount the Company will pay, regardless of the number of **CFPB Matters** or the number of **Insureds**, is \$150,000, in the aggregate per **policy period**. The Deductible set forth in the Declarations shall apply to any coverage provided by this Endorsement. Any payments made by the Company under this Endorsement will be included in the Limits of Liability and are not in addition to the Limits of Liability.

For purposes of this Endorsement, the following definitions shall apply:

**CFPB** means the Consumer Financial Protection Bureau pursuant to Section X of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. Section 5301 (the "Act").

**CFPB Matter** means:

- a. a subpoena issued upon an **Insured** by the **CFPB**, pursuant to Section 1052 of the Act, for attendance, testimony of witnesses or production of documents or other materials;
- b. a civil investigative demand, issued pursuant to Section 1052 of the Act, received by an **Insured** from the **CFPB**;
- c. a hearing or adjudication proceeding with respect to an **Insured** conducted by the CFPB pursuant to Section 1053 of the Act; or
- d. any civil action, commenced pursuant to Section 1054 of the Act by the CFPB against an **Insured**, including any appeal therefrom.

All other terms and conditions of this policy remain unchanged.



## ENDORSEMENT # 6

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244 issued to Town Title Agency LLC

by Greenwich Insurance Company

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### PLUS+ ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

In consideration of the premium charged, the following changes apply:

#### I. DEFENSE EXPENSES IN ADDITION TO LIMIT FOR DAMAGES

For the purposes of this endorsement Section **E. LIMITS OF LIABILITY** is deleted and replaced by the following:

##### E. LIMITS OF LIABILITY

1. For each **claim**, the limit shown in Item 3. of the Declarations as "Each **Claim**" is the maximum amount the **Company** is obligated to pay for covered **damages** arising out of each **claim** first made during the **policy period**.
2. Subject to each **claim** limitation above, the limit shown in Item 3. of the Declarations as **Policy Period Aggregate**" is the maximum amount the **Company** is obligated to pay for the combined total of all **damages** arising out of any and all **claims** first made during the **policy period**.
3. **Defense expenses** shall have separate Limits of Liability which shall be limited to an amount equal to the "Each **Claim**" and **Policy Period Aggregate**" Limits of Liability in Item 3. of the Declarations.

#### II. EXTENDED CLAIM REPORTING ENDORSEMENT (ERP) – Loyalty Discount

In the event that the **Named Insured** has been insured by the **Company** continuously for the past four (4) years, the additional premium for purchase of the ERP described in Item 6. of Section **I. ADDITIONAL TERMS AND CONDITIONS** shall be reduced by fifty (50) percent.

#### III. DEATH OR DISABILITY EXTENDED REPORTING PERIOD

- A.** If, during the **policy period**, the owner of the **Named Insured** stated in Item 1. of the Declarations dies or becomes totally and permanently disabled, the **Company** will offer a death or disability Extended Reporting Period at no charge. Totally and permanently disabled means the owner is completely incapable of rendering any **Professional Services** and such disability:
1. Has existed for not less than ninety (90) consecutive days; and
  2. Is expected to be continuous, total, and permanent.

- B.** The death or disability Extended Reporting Period will start on the date the owner dies or becomes totally and permanently disabled, and will end when one of the following occurs:
1. The executor or administrator of the owner's estate has been discharged;
  2. The total and permanent disability ends, whether or not the owner resumes the rendering of **Professional Services**;
  3. Any insurance is issued which replaces, in whole or in part, the coverage afforded by the death or disability Extended Reporting Period;
  4. The Limits of Liability have been exhausted; or
  5. Three (3) years have elapsed from the date the owner's death or total and permanent disability.
- C.** The **Company** will issue a death or disability Extended Reporting Period endorsement only if the owner or the owner's representative request for the ERP endorsement is no more than ninety (90) days after the date of the owner's death or total permanent disability. Such request must include:
1. A copy of the certified death certificate;
  2. Written proof, certified by the owner's attending physician, of total permanent disability including the date it occurred;
- D.** The Limit of Liability applicable to the Extended Reporting Period will be the Limit of Liability remaining under this policy.
- E.** The Extended Reporting Period will not apply to any pending **claim** or disciplinary proceedings, any **Professional Services** rendered after the effective date of the Extended Reporting Period; or **claims** that are covered under any other insurance available to the **Insured**, or that would be covered but for the exhaustion of limits.

All other terms and conditions of this policy remain unchanged.

**ENDORSEMENT # 7**

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244      issued to Town Title Agency LLC  
by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REMOTE NOTARIZATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, the following changes apply:

**Insuring Agreement**

1. Subject to all Terms and Conditions of this policy, the **Company** will pay on the **Insured's** behalf **damages** and **defense expenses** for Claims based on or arising out of **Remote Notarization Services** provided by the **Insured**. Coverage under this Endorsement is subject to the following requirements:
  - a. The State and County where the property that is the subject of the transaction is located must have adopted Remote Online Notarization legislation; and
  - b. The **Insured** must be in compliance with the requirements of all state legislation, rules and/or regulations where the property is located related to remote notarial acts including but not limited to obtaining a separate electronic Notary commission and/or register to perform remote notarizations as necessary.

Coverage under this Endorsement shall not apply to any **claim**:

- i. based on or arising out of the intentional or willful breach or disregard of any oral or written underwriting or binding authority; or
- ii. based on or arising out of the intentional or willful failure to follow any escrow or closing instructions, or out of the intentional or willful disregard of any escrow or closing instructions.

For the purpose of this Endorsement only, **H. EXCLUSIONS**, Item 22 shall not apply and remains in effect for all claims that do not arise out of or are based upon the provision of **Remote Notarization Services**.

**Remote Notarization Services** are defined as: the notarization of a document without the physical presence of the signer in front of the notary and where identification verification is obtained through electronic means.

All other terms and conditions of this policy remain unchanged.

## ENDORSEMENT # 8

This endorsement, effective 12:01 a.m., 11/23/2023 forms a part of

Policy No. TAG0154244 issued to Town Title Agency LLC

by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

- I. Section **A. DEFINITIONS**, paragraph 7. **Insured, you** or **your**, subparagraph **f.** is replaced by the following:
  - f. the lawful spouse of an **Insured** solely by reason of (a) such spousal status, domestic partner status, civil union partner status or (b) such spouse's, domestic partner's or civil union partner's ownership interest in property or assets that are sought as recovery for such **claim**. Any sums for which such spouse, domestic partner or civil union partner becomes legally obligated to pay on account of such **claim** shall be deemed **damages**.
- II. Section **I. ADDITIONAL TERMS AND CONDITIONS**, paragraph 7. **Cancellation/Nonrenewal** is replaced by the following:
  7. **Cancellation/Nonrenewal**
    - a. The **Named Insured** or the **Company** can cancel this policy by notifying the other in writing.
    - b. If this policy:
      - (1) Is a new policy and has been in effect for less than sixty (60) days, the **Company** may cancel this policy by mailing or delivering written notice to the **Named Insured** and any other person entitled to notice under this policy at least:
        - (a) ten (10) days before the effective date of cancellation for:
          - (i) nonpayment of premium;
          - (ii) existence of a **moral hazard**. **Moral hazard** is defined as follows:
            - a) the risk, danger or probability that the Insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a **moral hazard**; and
            - b) The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a **moral hazard**.
        - (b) thirty (30) days before the effective date of cancellation for any other reason.

- (2) Has been in effect for sixty (60) days or more or is a renewal of a policy the **Company** issued, the **Company** may cancel this policy only for the following reasons:
- (a) nonpayment of premium;
  - (b) existence of a **moral hazard** as defined in 7.b.(1)(a)(ii) above;
  - (c) material misrepresentation or nondisclosure to the **Company** of a material fact at the time of acceptance of the risk;
  - (d) increased hazard or material change in the risk assumed which could not have been reasonably contemplated at the time of assumption of the risk;
  - (e) substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
  - (f) lack of cooperation from the **Insured** on loss control matters materially affecting insurability of the risk;
  - (g) fraudulent acts against the **Company** by the **Insured** or its representatives that materially affect the nature of the risk insured;
  - (h) loss of or reduction in available insurance capacity;
  - (i) material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal thereof;
  - (j) loss of or substantial changes in applicable reinsurance;
  - (k) failure by the **Insured** to comply with any Federal, State or local fire, health, safety, building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;
  - (l) Failure by the **Insured** to provide reasonable and necessary underwriting information to the **Company** upon written request therefore and a reasonable opportunity to respond;
  - (m) Agency termination, provided:
    - (i) the **Company** documents that replacement coverage at comparable rates and terms has been provided to the **Named Insured**, and the **Company** has informed the **Named Insured**, in writing, of his or her right to continue coverage with the **Company**; or
    - (ii) the **Company** has informed the **Named Insured**, in writing, of his or her right to continue coverage with the **Company** and the **Named Insured** has agreed, in writing, to the cancellation or nonrenewal based upon the termination of his or her appointed agent.
  - (n) any other reasons in accordance with **Company** guidelines for cancellation.

Under this paragraph, the **Company** may cancel this policy by mailing or delivering written notice to the **Named Insured** and any other person entitled to notice under this policy at least:

- (a) ten (10) days before the effective date of cancellation if the **Company** cancels for a reason stated in paragraphs **(2)(a)** or **(2)(b)**; or
  - (b) thirty (30) days but not more than one hundred twenty (120) days before the effective date of cancellation for any other reason stated in this paragraph **(2)**.
- c. The notice will be mailed or delivered to the **Named Insured** at the address shown in the Declarations and will include the specific reason for cancellation. Any notice for nonpayment of premium will include the amount due, the due date and clearly state the effect of nonpayment by the due date. No cancellation shall be effective if payment of the amount due is made prior to the effective date set forth in the notice.
  - d. The notice will state the date on which the cancellation will become effective. The effective date of cancellation will become the end of the **policy period**.
  - e. If this policy is cancelled, we will send the **Named Insured** any premium refund due. If this policy is canceled by the **Named Insured** the **Company** shall retain the customary short rate portion of the premium. If this policy is canceled by the **Company**, the **Company** shall retain the pro-rata portion of the premium.
  - f. The **Company** may nonrenew this policy by mailing or delivering to the **Named Insured** written notice, stating the specific reason for nonrenewal, at least thirty (30) days but no more than one hundred twenty (120) days before the expiration date of this policy.
  - g. If notice is mailed, it will be sent by:
    - (i) certified mail; or
    - (ii) first class mail, if at the time of mailing the **Company** obtains from the Post Office Department a date stamped proof of mailing showing the name and address of the **Named Insured**.
  - h. No notice of cancellation or nonrenewal is required if the **Named Insured** has replaced coverage elsewhere or has otherwise specifically requested termination.
  - i. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the **Named Insured**. The underwriting reasons or guidelines that the **Company** can use to cancel or nonrenew this policy are maintained by the **Company** in writing and will be furnished to the **Named Insured** and/or the **Named Insured's** lawful representation upon written request.

This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

All other terms and conditions of this policy remain unchanged.

## TITLE AGENT PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS INSURANCE

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE CLAIM MUST BE REPORTED IMMEDIATELY IN WRITING TO THE COMPANY DURING THE POLICY PERIOD UNLESS AN EXTENDED CLAIM REPORTING PERIOD APPLIES. DEFENSE EXPENSES ARE WITHIN AND REDUCE THE LIMITS OF LIABILITY. PLEASE REVIEW THIS POLICY CAREFULLY.

### A. DEFINITIONS

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Whenever used in this policy, the term:

1. **Bodily Injury** means injury to the body, sickness or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock whether or not resulting from injury to the body, sickness, disease or death of any person.
2. **Claim** means a written demand received by the **Insured** for money, services, equitable relief or a request to toll or waive any applicable statute of limitations arising out of an actual or alleged act or omission including **personal injury** in the performance of **professional services**. A **claim** also includes a notice of intent letter to seek recovery under an agency agreement.
3. **Company** means the insurance company named in the Declarations.
4. **Damages** mean a monetary judgment or monetary award which the **Insured** is legally obligated to pay, including: statutory damages; punitive, multiplied or exemplary damages, where insurable by law; or pre-judgment and post-judgment interest. **Damages** also means a monetary settlement to which the **Company** agrees on an **Insured's** behalf. However, **damages** do not include:
  - a. taxes, fines, penalties, forfeitures or court-imposed monetary sanctions;
  - b. the return, restitution, reduction, compromise or refund of commissions, fees, premiums, charges, gratuities or other compensation paid to an **Insured**;
  - c. the cost to correct, complete or re-perform any **professional services**;
  - d. the cost of compliance with any order for, grant of or agreement to provide non-monetary relief, including services or injunctive relief;
  - e. any amounts uninsurable as a matter of law or public policy;
  - f. any amount related to a **disciplinary action**; or
  - g. the loss of or unauthorized removal of funds from any **Insured's** account.
5. **Defense expenses** mean:
  - a. reasonable and necessary fees charged and expenses incurred by attorneys designated by the **Company** to represent the **Insured**;

- b. all other reasonable and necessary fees, costs and expenses incurred at the **Company's** request;
- c. premiums on appeal bonds, attachment bonds or similar bonds however, the **Company** is not obligated to apply for or furnish such bonds.

**Defense expenses** do not include salaries, compensation or overhead paid or incurred by the **Company** or by the **Insured**.

- 6. **Disciplinary action** means an action brought against the **Insured** by any regulatory agency, disciplinary board, peer review committee or similar entity alleging misconduct in providing **professional services**.

**Disciplinary action** does not include criminal investigations or charges.

- 7. **Insured, you or your** means:

- a. the **Named Insured**;
- b. any **subsidiary**, but only for **claims** arising from **professional services** rendered in the course and scope of its duties on behalf of the **Named Insured**;
- c. any past or present partner, principal, shareholder, officer, director, member, employee or independent contractor who are natural persons, leased employee of the **Named Insured** or a **subsidiary**, but only for **claims** arising from **professional services** rendered in the course and scope of their duties on behalf of the **Named Insured**;
- d. the representatives of the estate of a deceased **Insured** but only for **claims** arising from **professional services** rendered in the course and scope of their duties on behalf of the **Named Insured** or a **subsidiary**;
- e. the guardian, trustee or other fiduciary of a bankrupt **Insured** or an **Insured** who has been judicially declared incompetent, but only for **claims** arising from **professional services** rendered in the course and scope of their duties on behalf of the **Named Insured** or a **subsidiary**; and
- f. the lawful spouse of an **Insured** solely by reason of (a) such spousal status, domestic partner status or (b) such spouse's or domestic partner's ownership interest in property or assets that are sought as recovery for such **claim**. Any sums for which such spouse or domestic partner becomes legally obligated to pay on account of such **claim** shall be deemed **damages**.

- 8. **Named Insured** means the person or entity designated in the Declarations as **Named Insured**.

- 9. **Personal injury** means malicious prosecution; abuse of process; defamation; false arrest, detention or imprisonment; wrongful eviction; and libel, slander or violation of a person's right of privacy.

- 10. **Policy period** means the period from the effective date and time of this policy to the policy expiration date and time as set forth in the Declarations, unless the policy is terminated earlier, in which event the **policy period** shall end on the date, and time, of such earlier termination.

- 11. **Professional Services** means those services **you**, or any person or entity for whom **you** are legally liable, perform for a client in **your** capacity as a Title Agent, Title Abstractor, Closing Agent, Escrow Agent, and/or Notary Public.

- 12. **Retroactive Date** shown in the Declarations is the first date which will be considered for coverage under this policy for any act or omission in the performance of **professional services**.



**13. Subsidiary** means any entity, other than a joint venture, which the **Named Insured** maintains a majority interest. Any entity that becomes a **subsidiary** during the **policy period** and whose annual gross revenue exceeds fifteen percent (15%) of the **Named Insured's** gross revenue listed in the application for this policy will be considered an **Insured** only after notice to the **Company** within sixty (60) days of such transaction and any adjustment to the premium or terms and conditions have been agreed by the **Named Insured** and endorsed by the **Company**.

**14. Wrongful Employment Practices** mean:

- a. wrongful dismissal of discharge or termination of employment, whether actual or constructive;
- b. employment-related misrepresentation;
- c. violation of any federal, state or local laws, whether based in common law or statutory law, concerning employment or discrimination in employment;
- d. sexual harassment or other unlawful workplace harassment;
- e. wrongful deprivation of a career opportunity or failure to employ or promote;
- f. wrongful discipline of employees;
- g. retaliation against employees for the exercise of any legally protected right or for engaging in any legally protected activity;
- h. negligent evaluation of employees;
- i. failure to adopt adequate workplace or employment policies and procedures;
- j. employment-related libel, slander, defamation; or invasion of privacy;
- k. employment-related negligent infliction of emotional distress; or
- l. any actual or alleged discrimination, sexual harassment, or violation of a natural person's civil rights related to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.

## **B. WHAT IS COVERED**

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Subject to all terms and conditions of this policy, the **Company** will pay on the **Insured's** behalf **damages** and **defense expenses** arising out of a **claim** first made against the **Insured** during the **policy period**, and reported to the **Company** in writing during the **policy period**, by reason of an actual or alleged negligent act or omission or **personal injury**, in the performance of **professional services** that are alleged to have occurred on or after the **retroactive date** of this policy.

## **C. SUPPLEMENTARY PAYMENTS**

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### **1. Defense of Disciplinary Actions**

The **Company** will pay up to \$25,000 per **policy period** for the defense of **disciplinary actions** first made against the **Insured** and reported to the **Company** during the **policy period**. The Deductible is not applicable and payments will not reduce the Limits of Liability.

## 2. Subpoena Expenses

The **Company** will pay up to \$7,500 per **policy period** for expenses incurred in assisting the **Insured** in responding to a subpoena which is received and reported in writing to the **Company** during the **policy period** and relates to **professional services**. The Deductible is not applicable and payments will not reduce the Limits of Liability.

## 3. Other Payments

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred for attendance at trial, court-ordered hearings, depositions, arbitration or mediation at the **Company's** request. The **Company** will pay actual expenses incurred but limited to \$500 per day, \$7,500 per **claim** and up to \$25,000 per **policy period**. The Deductible is not applicable and payments will not reduce the Limits of Liability.

## D. DEFENSE AND SETTLEMENT

The **Company** will have the right and duty to defend all covered **claims** against an **Insured**. While the **Company** may seek the **Insured's** input in selecting defense counsel, the **Company** retains the right to make that selection.

The **Company's** obligation to defend and/or pay any **damages** or **defense expenses** will cease when the Limits of Liability have been exhausted.

The **Company** will not settle any **claim** without the **Insured's** consent. If the **Insured** refuses to consent to a settlement recommended by the **Company** within a reasonable time or if the **Insured** elects to contest the **claim** or continue legal proceedings, the **Company's** liability for the **claim**, including ongoing **defense expenses**, will not exceed the settlement demand the **Company** was willing to pay, but for the **Insured's** refusal to consent.

## E. LIMITS OF LIABILITY

1. For each **claim**, the limit shown in the Declarations as per **claim** is the maximum amount the **Company** is obligated to pay for the combined total of all covered **damages** and **defense expenses** arising out of each **claim** first made during the **policy period**.
2. Subject to the per **claim** limitation above, the limit shown in the Declarations as Aggregate is the maximum amount the **Company** is obligated to pay for the combined total of all **damages** and **defense expenses** arising out of any and all **claims** first made during the **policy period**.
3. Payment of **defense expenses** as well as **damages** reduce and may exhaust the Limits of Liability.

## F. DEDUCTIBLE

The **Named Insured** is obligated to pay all **defense expenses** and **damages** up to the amount of the Deductible shown in the Declarations. The Deductible shall be payable as **defense expenses** are incurred or as **damages** are paid. Payment of the Deductible, or portions thereof, shall be made by the **Named Insured** within thirty (30) days of **our** request for payment.

## **G. EARLY CLAIM RESOLUTION INCENTIVE**

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If the **Company** resolves a **claim** as reflected in a settlement agreement, order, dismissal or judgment, within one (1) year following the date that the **claim** is reported in writing to the **Company**, the **Named Insured** will be reimbursed or credited up to fifty percent (50%) of the Deductible they have paid for that **claim**. The maximum reimbursement or credit is \$25,000 per **policy period**.

## **H. EXCLUSIONS**

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This insurance does not apply to any **claim**:

1. based on or arising out of acts or omissions that occurred or are alleged to have occurred prior to the effective date of this policy, if, on or before the earlier of the effective date of this policy or the effective date of any policy issued by the **Company** to which this policy is a continuous renewal or replacement, any **Insured** knew or had a reasonable basis to believe either that a professional duty had been breached or that a **claim** might be made.
2. based on or arising out of actual or alleged violation of:
  - a. the Employee Retirement Income Security Act of 1974;
  - b. the Securities Act of 1933;
  - c. the Securities Exchange Act of 1934;
  - d. any state Blue Sky or securities law;
  - e. the Crime Control Act of 1970 (also known as the Racketeer Influenced and Corrupt Practices Act or RICO);
  - f. anti-trust law violation or any agreement, conspiracy to restrain trade or unfair trade practice;or any rules, regulations or amendments in relation to such acts, or any similar state, federal or foreign statutes or regulations, including any **claim** based upon common law principles of liability pertaining to the same subject matter as the above-mentioned acts, laws or regulations.
3. for actual or alleged **bodily injury**.
4. for the actual or alleged destruction, diminution in value or loss of use of tangible property.
5. based on or arising out of, or made by or against any business enterprise not named in the Declarations:
  - a. which any **Insured** controlled or in which any **Insured** maintained a pecuniary interest at the time of the act, or omission giving rise to the **claim**; or
  - b. which arises out of any **Insured's** acts or omissions in an **Insured's** capacity as an officer, director, partner or employee of such enterprise;

For the purposes of this Exclusion, a pecuniary interest will be deemed to exist in any enterprise in which the **Insureds**, individually or collectively, maintain fifteen percent (15%) or more of the equity, debt or other instruments of ownership or control in such enterprise.

6. by or on behalf of an **Insured** against another **Insured**.
7. based on or arising out of the actual or alleged gaining of any profit or advantage to which the **Insured** is not legally entitled.
8. based on or arising out of alleged criminal, intentionally wrongful, fraudulent or malicious acts or omissions. However, this exclusion shall not apply to **defense expenses** or the **Company's** duty to defend a **claim** unless and until there is an admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Company** for all **defense expense** incurred.

Additionally, this exclusion will not apply to any **Insured** who:

- a. did not participate or acquiesce in such act, error or omission;
  - b. had no knowledge of or reason to suspect such act, error or omission; and
  - c. immediately notified the **Company** in writing after obtaining knowledge of such act, error or omission.
9. based on or arising out of any discrimination, humiliation, harassment, or misconduct including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference.
  10. based on or arising out of or related to any actual or alleged misappropriation of trade secret or infringement of patent, copyright, trademark, trade dress or any other intellectual property right.
  11. for the liability which the **Insured** assumed under any contract, agreement, promise, guarantee or warranty, whether written or oral, and whether express or implied, unless the **Insured** would have been legally liable in the absence of such contract, agreement, promise, guarantee or warranty.
  12. based on or arising out of actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time. This includes any loss, cost or expense arising out of any requested, demanded, ordered or voluntary, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of a pollutant. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acid, alkalis, chemicals, waste, mold, fungi, bacteria, and asbestos, in any form. Waste includes materials to be recycled, reconditioned or reclaimed.
  13. based on or arising out of any **wrongful employment practice**.
  14. based on or arising out of:
    - a. the commingling, improper use, theft, stealing, conversion, embezzlement or misappropriation of funds or accounts;
    - b. sums received by any **Insured** or credited to any **Insured's** account; or
    - c. fees, premium, taxes, **claims**, commissions or brokerage monies.
  15. based on, arising out of, or attributable to the **Insured's** performance of or failure to perform services as a lawyer or certified public accountant.

16. based on or arising out of any loan made by the **Insured**, of the servicing of any loan by the **Insured**.
17. based on or arising out of a governmental intervention, cease and desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization, whether direct or indirect, in which the **Insured** has placed or obtained insurance coverage or placed the funds of a client or account.
18. based on or arising out of the intentional or willful breach or disregard of any oral or written underwriting or binding authority.
19. based on or arising out of any defect in title not disclosed within public records of which any **Insured** had actual or constructive knowledge of at the date of issuance of insurance of such title.
20. based on or arising out of any oil, gas, mineral, precious metals or timber related title work or property interests.
21. based on or arising out of the insolvency or bankruptcy of the **Named Insured** or any **subsidiary** or of any person with any equity or ownership interest in the **Named Insured** or any **subsidiary**.
22. based on or arising out of a notarized certification or acknowledgment of a signature without the physical appearance of the person, who is or claims to be the person signing said instrument, at the time of the notarization before the **Insured**.
23. based on or arising out of the intentional or willful failure to follow any escrow or closing instructions, or out of the intentional or wilful disregard of any escrow or closing instructions.

## **I. ADDITIONAL TERMS AND CONDITIONS**

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### **1. Reporting Requirements and Cooperation**

- a. If any **Insured** becomes aware of a **claim** the **Insured** must
  - (1) advise the **Company** as soon as practicable in writing, giving the **Company** all details including the specific act or omission; the injury or damage which has or may result from such act or omission; the circumstances by which the **Insured** first became aware of the act or omission; and, the names, addresses and telephone numbers of all persons who may have knowledge or relevant information;
  - (2) preserve all documents and other evidence relating to the **claim**;
  - (3) send the **Company** documents relating to the **claim** when requested;
  - (4) cooperate with the **Company** and defense counsel in the investigation, defense and settlement of a **claim** and enforcement of contribution or indemnification actions against others;
  - (5) attend hearings, depositions, and trials if requested; and
  - (6) not admit liability, make any offer of settlement or payments, incur any expense; or assume any obligation arising out of or in any way connected with a **claim** without the **Company's** prior written consent.

b. If, during the **policy period**, any **Insured** becomes aware of an act or omission or **personal injury** in the performance of **professional services** that reasonably may be expected to give rise to a **claim**, the **Insured** must as soon as practicable report to the **Company** in writing

(1) such specific act or omission and the identity of each person and entity responsible for such act or omission;

(2) the date on which such act or omission took place;

(3) the injury which has or may result from such act or omission and the identity of each person and entity subject to such injury; and

(4) the circumstances by which the **Insured** first became aware of such act or omission

Any **claim** subsequently made arising out of such specific act or omission shall be deemed to have been first made at the time such written notice advising of the act or omission or **personal injury** was received by the **Company**.

## 2. Claim Reporting Grace Period

If a **claim** is first made against any **Insured** during the **policy period**, the **Insured** may report it to the **Company** in writing up to and including sixty (60) days following the cancellation, nonrenewal or natural expiration of this policy and the **Company** will consider it for coverage as if the **Insured** had reported it in writing to the **Company** within the **policy period**, provided the **Insured** is in compliance with all the terms and conditions of this policy, including payment of all premiums and Deductibles.

## 3. Multiple Claims

Two or more **claims** arising out of the same or related facts, circumstances, situations, transactions or events, or arising out of the same or related acts or omissions, will be considered a single **claim** first made on the earliest of the date that:

a. the first such **claim** was made, regardless of whether such date is before or during the **policy period**;  
or

b. any of the acts or omissions alleged in such **claim(s)** was first reported under this or any prior policy of insurance, regardless of whether such policy was issued by the **Company**.

## 4. Other Insurance

Such insurance as is provided by this policy shall be excess of any other valid and collectible insurance, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess and so evidenced by reference to this policy number.

## 5. Representations

The **Insured** understands and acknowledges that the decision to issue this policy was based upon the information provided in the application, including any supplements, attachments and replies to underwriter's inquiries. The **Insured** represents and warrants that all such information is true, accurate and complete. All applications, attachments, information and materials are deemed attached to and incorporated into this policy.

## 6. Extended Claim Reporting Option

If the **Insured** or the **Company** cancels or does not renew this policy, the **Named Insured** shall have the option to purchase an Extended Claim Reporting Endorsement (ERP), extending the period of time during which **claims** may be reported but only with respect to **claims** arising out of **professional services** rendered prior to the end of the **policy period** and otherwise covered by this policy.

The **Named Insured** may purchase such ERP only if:

- a. prior to the end of the **policy period**, the **Named Insured** was in compliance with all the terms and conditions of this policy, including payment of all premiums and deductibles when due;
- b. the **Named Insured** agrees that the additional premium paid for the ERP is nonrefundable;
- c. the **Named Insured** made no material misrepresentation in the application, any supplements, attachments or replies to underwriter's inquiries; and
- d. the **Named Insured** exercises this option and pays the additional premium within sixty (60) days following the end of the **policy period**.

The additional premium for an ERP shall be: (a) one hundred twenty-five percent (125%) of the annual premium for a one (1) year ERP; (b) one hundred fifty percent (150%) of the annual premium for a two (2) year ERP; (c) two hundred percent (200%) of the annual premium for a three (3) year ERP; (d) two hundred twelve percent (212%) of the annual premium for a four (4) year ERP; (e) two hundred twenty-five percent (225%) of the annual premium for a five (5) year ERP; and (f) two hundred fifty percent (250%) of the annual premium for a six (6) year ERP.

The ERP shall be part of and not in addition to the Limit of Liability for this policy. The ERP shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Company** for the **policy period** and the ERP combined.

## 7. Cancellation/Nonrenewal

The **Named Insured** or the **Company** can cancel this policy by notifying the other in writing.

If the **Company** cancels or nonrenews this policy, a written notice of cancellation or nonrenewal will be sent to the **Named Insured** at the address shown in the Declarations. The notice will state the date on which the cancellation or nonrenewal will become effective. The effective date of cancellation or nonrenewal will be not less than sixty (60) days after notice is mailed to the **Named Insured** unless cancellation is for nonpayment of premium in which case the effective date of cancellation will be not less than ten (10) days after notice is mailed. The effective date of cancellation or nonrenewal as stated therein will become the end of the **policy period** and return premium will be calculated on a pro rata basis.

If the **Named Insured** cancels, the return premium will be calculated at the industry standard short rate.

## 8. Non-Waiver

The **Company's** failure to enforce any terms, provisions or conditions, or the **Company's** failure to exercise any right or privilege, shall not operate or be construed as a waiver of any other terms, provisions, conditions, rights or privileges.

## 9. Named Insured as Sole Agent

The first **Named Insured** in Item 1. in the Declarations is the sole agent and will act on behalf of all of **Insureds**.

## 10. Changes in Control

If, during the **policy period**, any of the following events occur:

- a. the acquisition of any **Named Insured**, or all or substantially all of its assets, by another entity or the merger or consolidation of any **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
- b. the appointment of a receiver, conservator, trustee, liquidator or rehabilitator, or any similar official, for or with respect to any **Named Insured**;

this policy will continue in full force and effect with respect to **Claims** arising out of **professional services** rendered before such event. **Claims** arising out of **professional services** rendered after such event will not be considered for coverage.

After either such event, this policy may not be canceled and the entire premium will be deemed fully earned.

## 11. Assignment

The **Insured's** interests under this policy may not be assigned without the **Company's** written consent.

## 12. Territory

This policy applies to **claims** arising from **professional services** rendered worldwide, provided that the suit is brought or **claim** is made within the United States, its territories, its possessions, or in Canada.

This policy shall not apply to any **claim** arising from **professional services** which are in violation of the laws of the United States, including, but not limited to, U.S. economic or trade sanctions or export control laws administered by the U. S. Treasury, State Department or Commerce Department.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Greenwich Insurance Company</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) <b>E</b> <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>Seaview House, 70 Seaview Avenue</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Stamford, CT 06902</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>or</b>	
<b>Employer identification number</b>	
9 5 - 1 4 7 9 0 9 5	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>John Caprin</i>	Date ▶ 1/08/2015
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.