



OUR FINANCIAL STRENGTH MAKES US DIFFERENT. DIFFERENT WORKS.

As you guide your insureds to purchase our insurance, RLI knows financial strength is at the core of that decision. We believe our strength and stability to be the proof that our promises will be fulfilled when called upon. **Insurance is indeed a promise.**

FINANCIAL STRENGTH RATINGS

RLI Insurance Company	AM Best: A+ (Superior) Standard & Poor's: A (Strong) Moody's: A2 (Good)
Mt. Hawley Insurance	AM Best: A+ (Superior) Standard & Poor's: A (Strong) Moody's: A2 (Good)
Contractors Bonding and Insurance Company	AM Best: A+ (Superior)



“The ratings reflect RLI’s balance sheet strength, which AM Best categorizes as strongest, as well as its strong operating performance, favorable business profile and very strong enterprise risk management.”

— AM Best Press Release (November 7, 2019)



NOTICE TO OUR BROKERS AND AGENTS OF OUR CLAIM NOTIFICATION PROCEDURE

As part of our continuing effort to provide you with the best service available, ALL CLAIMS, OCCURRENCES, INCIDENTS and LAWSUITS under this policy are to be reported immediately to:

RLI Insurance Company

Email (preferred): New.Claim@rlicorp.com

Fax: (866) 692-6796

Phone: (800) 444-0406

Street Address: 9025 N. Lindbergh Drive, Peoria, IL 61615

Mailing Address: P.O. Box 3961, Peoria, IL 61612-3961

When reporting the incident, be prepared to supply a report of claim or the following information:

- 1.** Policy Number
- 2.** Contact Person information (name, address, phone, etc.)
- 3.** Nature of incident
- 4.** Date of incident

When reporting multiple incidents, please send each loss notice separately.

Target Professionals™ Miscellaneous Professional Liability Declarations



RLI Insurance Company
9025 North Lindbergh Drive
Peoria, Illinois 61615
Phone: (309) 692-1000

A stock insurance company,
herein called the Insurer.

NOTICE: THIS POLICY COVERS ONLY THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND FIRST REPORTED TO THE INSURER DURING THE POLICY PERIOD, THE AUTOMATIC EXTENDED REPORTING PERIOD, OR IF APPLICABLE, DURING THE EXTENDED REPORTING PERIOD. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE. PLEASE READ YOUR POLICY CAREFULLY.

Policy No.: RTP0048572

Item 1. **Named Insured:** Close It! Title Services, Inc dba Federal Title & Escrow Company
Address: 5481-D Wisconsin Ave
Chevy Chase, MD 20815

Item 2. **Policy Period:** From 12:01 A.M. on 10/08/2025
To 12:01 A.M. on 10/08/2026
Local time at the address shown in Item 1.

Item 3. **Limits of Liability:** a. \$2,000,000 each **Claim**
b. \$2,000,000 **Aggregate**

Item 4. **Deductible:** \$15,000 each **Claim**

Item 5. **Retroactive Date** 10/08/2013

Item 6. **Policy Premium:** \$18,345
Surcharges: \$0
Total Policy + Surcharges: \$18,345

Item 7. **Forms and Endorsements Effective at Inception:**

Form Number	Form Title
RTP 210 (02/17)	RLI Application
RTP 101 (02/17)	Target Professional Liability Policy
RTP 419 (02/17)	Maryland Amendatory Endorsement
RTP 634 (02/17)	Amend Exclusion a. Claims Expense Reimbursement
RTP 639 (02/22)	Contingent Bodily Injury/Property Damage Sublimit
RTP 651 (02/17)	Disciplinary Proceeding Sublimit
RTP 652 (02/17)	Total Fungi Exclusion
RTP 660MD (05/22)	Amendment Of Defense And Settlement (II) - Maryland
RTP 661 (02/17)	Amend Retroactive Date For A New Professional Service
RTP 679 (02/17)	Defense Within Limits And Third Party Discrimination Exclusion
RTP 696 (03/22)	Social Engineering Exclusion
RTP 707 (02/22)	Privacy And Network Security Exclusion

RTP 708 (06/23)	Real Estate Services
RTP 709 (02/17)	Remove Blanket Additional Insured Coverage
RTP 710 (01/22)	Split Retroactive Date Limits Of Liability
ILF 0001 (04/22)	Signature Page

Item 8. **Professional Services:**

Solely in the performance of providing **Real Estate Services** and Deed Transfer Preparation Services

Item 9. Extended Reporting Period: 1 year for 65%, 2 years for 125% and 3 years for 180 % of the Annual Policy Premium

Target Professionals™ – Miscellaneous Professional Liability Policy

NOTICE: This Policy covers only those Claims first made against the Insured during the Policy Period and first reported to the Insurer during the Policy Period, the Automatic Extended Reporting Period, or if applicable, during the Extended Reporting Period, pursuant to the terms and conditions of the Policy.

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the Insurer, including the statements made in the Application and all attachments and materials submitted therewith and subject to all the provisions of this Policy, the Insurer agrees as follows:

1. INSURING AGREEMENTS

- a. The Insurer will pay on behalf of the **Insured**, **Claim Expenses** and **Damages** in excess of the Deductible that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** and first reported to the Insurer during the **Policy Period**, the Automatic Extended Reporting Period, or if applicable, during the Extended Reporting Period, for **Wrongful Acts**, committed on or subsequent to the **Retroactive Date** and before the end of this **Policy Period**, to which this insurance applies.
- b. The Insurer will pay on behalf of the **Insured**, **Claim Expenses** and **Damages** in excess of the Deductible that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** and first reported to the Insurer during the **Policy Period**, the Automatic Extended Reporting Period, or if applicable, during the Extended Reporting Period, alleging **Third Party Discrimination**, committed on or subsequent to the **Retroactive Date** and before the end of this **Policy Period**, to which this insurance applies.

2. ADDITIONAL COVERAGE EXTENSIONS

- a. Reimbursement of Expenses

The Insurer will reimburse the reasonable expenses incurred by the **Insured**, including loss of wages, if the **Insured** is required by the Insurer to attend arbitration or mediation proceedings, trials or hearings in defense of a **Claim**, in the amount of \$250 per day for each **Insured** who attends such proceedings at the Insurer's request, subject to a maximum of \$5,000 per **Claim**. Payments made pursuant to this provision shall be in addition to the Limits of Liability shown in the Policy Declarations. The Deductible amount stated in the Policy Declarations shall not apply to the payments made by the Insurer pursuant to this provision.

- b. Marital Estate Extension

Subject otherwise to the terms hereof, this Policy shall cover **Damages** and **Claim Expenses** as a result of a **Claim** against the lawful spouse or domestic partner (whether such stature is derived by reason of statutory law, common law, or any other applicable law of any jurisdiction in the world) of the **Insured** for **Claims** arising solely out of his or her capacity as the spouse or domestic partner of the **Insured**, including such **Claims** that seek **Damages** recoverable from marital community property, property jointly held by the **Insured** and the spouse or domestic partner, or property transferred from the **Insured** to the spouse or domestic partner; provided, however, that this extension shall not afford coverage for **Wrongful Acts** of the spouse or domestic partner. All terms, conditions and other provisions of this Policy, including any provision(s) regarding the Deductible or the Limits of Liability, which would be applicable to **Damages** and **Claim Expenses** incurred by the **Insured** in such **Claim**, shall also apply to **Damages** and **Claim Expenses** incurred by the spouse or domestic partner in such **Claim**.

3. DEFENSE AND SETTLEMENT

The Insurer has the right and duty to defend any **Claim** to which this insurance applies, up to the Limit of Liability of the Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. The duty to defend ends when the Insurer has tendered the remaining Limit of Liability of the Policy to the **Named Insured** or upon exhaustion of the Limit of Liability of the Policy by payment of **Claim Expenses** or **Damages**. The Insurer will pay **Claim Expenses**

pursuant to its duty to defend **Claims** to which the insurance applies. The Insurer has the right to investigate, adjust, defend, appeal and, with the consent of the **Named Insured**, negotiate the settlement of any **Claim** whether within or above the Deductible. If the **Named Insured** refuses to consent to a settlement within the Limit of Liability of the Policy recommended by the Insurer, the Insurer's obligation to all **Insureds** for **Damages** and **Claim Expenses** attributable to such **Claim** shall be limited to:

- a. the amount of the covered **Damages** in excess of the Deductible which the Insurer would have paid in settlement at the time the **Named Insured** first refused to settle;
- b. plus covered **Claim Expenses** incurred up to the date the **Named Insured** first refused to settle;
- c. plus seventy-five percent (75%) of covered **Claim Expenses** and **Damages** in excess of the first settlement amount recommended by the Insurer to which the **Named Insured** did not consent.

Payment of a., b. and c. above, is the limit of the Insurer's liability under this Policy on any **Claim** in which the **Named Insured** fails or refuses to consent to the Insurer's settlement recommendation within the Limit of Liability of the Policy, subject at all times to the Limits of Liability and Deductible provisions. The remaining twenty-five percent (25%) of covered **Claim Expenses** and **Damages** in excess of the first settlement amount recommended by the Insurer to which the **Named Insured** did not consent shall be the obligation of the **Named Insured**.

All **Insureds** agree to cooperate with the Insurer and provide such assistance and information as the Insurer may reasonably request. Upon the Insurer's request, any **Insured** shall submit to examination and interrogation by a representative of the Insurer, under oath if required, and shall attend hearings, depositions, trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the Insurer's representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the Insurer. All **Insureds** further agree not to take any action, without the Insurer's prior written consent, which may increase any **Insured's** or the Insurer's exposure for **Claim Expenses** or **Damages**.

All **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which an **Insured** or the Insurer may have, including the execution of such documents as are necessary to enable the Insurer to bring suit in an **Insured's** name, and shall provide all other assistance and cooperation which the Insurer may reasonably require.

An **Insured** shall not demand or agree to arbitration or mediation of any **Claim** after a **Claim** is made without the prior written consent of the Insurer. An **Insured** shall not, except at personal cost, make any offer or payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without the Insurer's prior written consent. Any such offer or payment, admission of liability, settlement, assumption of any obligation, or expense incurred without the Insurer's prior written consent shall be the sole obligation of the **Insured**.

The Insurer will have no obligation to pay **Damages** or **Claim Expenses** or to defend any **Claim** after the Limits of Liability have been exhausted by tendering the remaining Limit of Liability of the Policy to the **Named Insured** or exhausted by payment of **Claim Expenses** or **Damages**. Further, the Insurer has no obligation to apply for or furnish costs of attachment or similar bonds.

The **Named Insured** shall promptly reimburse the Insurer for all **Claim Expenses** paid or incurred by the Insurer on account of a **Claim** upon a final judgment or adjudication that the Insurer owes no duty to defend the **Claim**.

4. DEFINITIONS

When used in this Policy:

"**Bodily Injury**" means physical injury, mental anguish, emotional distress, sickness, disease or death of any person.

"**Circumstance**" means any fact, situation, event or occurrence that could reasonably be the basis for a **Claim**.

"**Claim**" means:

- a. a demand for money as compensation for a **Wrongful Act**; or

- b. any civil judicial or administrative proceeding, including a **Disciplinary Proceeding**, mediation or arbitration initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Act**, including any appeal therefrom; or
- c. any request to toll the statute of limitations relating to a **Wrongful Act**.

A **Claim** shall be considered first made when any **Insured** or the **Insured's** legal representative or agent first receives notice of the **Claim**.

"Claim Expenses" means reasonable and necessary legal fees and expenses incurred by the Insurer or by any attorney designated by the Insurer to defend any **Insured** and all other fees, costs, costs of attachment or similar bonds resulting from the investigation, adjustment, defense and appeal of a **Claim**, but does not include salaries, wages, overhead or benefits expenses of any **Insured**. The Insurer has no obligation, however, to apply for or furnish costs of attachment or similar bonds. **Claim Expenses** do not include any fees and expenses incurred prior to the date the **Insured** first provided notice of a **Claim** to the Insurer.

"Damages" means monetary judgments or settlements, including but not limited to compensatory damages, pre-judgment and post-judgment interest that an **Insured** is legally obligated to pay, and punitive or exemplary damages to the extent such damages are insurable under applicable law, but shall not mean or include any of the following:

- a. that portion of any multiplied damage award that exceeds the amount multiplied, criminal or civil fines or penalties imposed by law, taxes, matters deemed uninsurable under the law pursuant to which this Policy shall be construed; or
- b. the return, reduction or dispute over any fees, deposits, expenses, costs, or commissions charged or collected by the **Insured**.

For the purpose of determining the insurability of punitive damages or exemplary damages, the laws of the jurisdiction most favorable to the insurability of such damages shall control that determination, provided that such jurisdiction has a substantial relationship to the **Named Insured** or to the **Claim** giving rise to such punitive damages and exemplary damages.

"Disciplinary Proceeding" means any proceeding by a licensing board, accreditation body or governmental agency with authority to regulate the **Professional Services** performed by an **Insured** or to investigate charges of wrongdoing by an **Insured** in the rendering or failing to render **Professional Services**.

"Employee" means any full time, part time, leased, or seasonal employee.

"Insured" means:

- a. the **Named Insured**;
- b. any past or present principal, partner, officer, director, or **Employee** of the **Named Insured** or **Subsidiary** (and if the **Named Insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only with respect to **Professional Services** performed on behalf of the **Named Insured** or any **Subsidiary**;
- c. any independent contractors who are natural persons, but solely with respect to **Professional Services** performed on behalf of the **Named Insured** or **Subsidiary**;
- d. any **Subsidiary**, but solely with respect to **Wrongful Acts** which occur while it is a **Subsidiary**;
- e. in the event of bankruptcy, death, incapacity, incompetency, or insolvency of any **Insured** described in paragraph b. above, such **Insured's** legal representative while acting within the scope of his or her duties as such;
- f. any joint venture entered into by the **Named Insured** or **Subsidiary**, but solely for the negligence of the **Named Insured** or **Subsidiary** in the rendering of **Professional Services** under the respective joint venture;

- g. any entity whom the **Named Insured** or **Subsidiary** is required by written contract to add as an additional insured under this Policy, but solely for **Wrongful Acts** of the **Named Insured** or **Subsidiary**.

"Named Insured" means the entity or natural person specified in Item 1. of the Policy Declarations.

"Parent Organization" means any entity that owns more than fifty percent (50%) of the **Named Insured** as of the effective date of this Policy.

"Personal Injury" means:

- a. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy;
- b. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- c. Oral or written publication, in any manner, of material that violates a person's right of privacy; or
- d. False arrest, detention or imprisonment.

"Policy Period" means the period from the effective date of this Policy to the Policy expiration date as stated in Item 2. of the Declarations or the effective date of cancellation or nonrenewal, if any. **Policy Period** does not include any Automatic Extended Reporting Period. If the length of the **Policy Period** is the same as the **Policy Year**, the terms **Policy Period** and **Policy Year** are used interchangeably herein.

"Policy Year" means each consecutive twelve (12) months of the **Policy Period** beginning on the effective date shown in the Declarations. However, if a **Policy Year** within a **Policy Period** is modified by an endorsement, then that modified year will be deemed a **Policy Year** for the purpose of determining the Aggregate Limit of Liability as stated in Item 3. b. of the Policy Declarations.

"Professional Services" means services rendered to others for a fee solely in the conduct of the **Insured's** profession as stated in Item 8. of the Policy Declarations.

"Property Damage" means physical injury to tangible property, including the resulting loss of use of that property or loss of use of tangible property which has not been physically injured.

"Retroactive Date" means the date specified in Item 5. of the Declarations.

"Subsidiary" means any entity, other than a joint venture, of which the **Named Insured** has an ownership or controlling interest of more than fifty percent (50%) before the **Policy Period**.

"Third Party Discrimination" means discrimination on the basis of age, sex, race, color, religion, disability, pregnancy, familial status, marital status, national origin, sexual preference or other protected class or characteristic established under applicable federal, state or local statute or ordinance by the **Insured** against any person with whom the **Insured** interacts while providing **Professional Services** related to the conduct of the **Insured's** business. **Third Party Discrimination** does not include alleged discrimination in connection with the **Insured's** employment practices.

"Wrongful Act" means any actual or alleged error, omission or negligent act, committed solely in the rendering of or failure to render **Professional Services** by an **Insured** or any person or entity for which the **Insured** is legally liable. **Wrongful Act** also means any actual or alleged error, omission or negligent act committed solely in the rendering of or failure to render **Professional Services** by an **Insured** or any person or entity for which the **Insured** is legally liable and that results in **Personal Injury**.

5. EXCLUSIONS

The Insurer shall not be liable for **Damages** or **Claim Expenses** in connection with any **Claim** arising out of, directly or indirectly resulting from or in consequence of or in any way involving:

- a. conduct by any **Insured** that is criminal, fraudulent, dishonest or with the intent to cause damage; however, this Exclusion shall not apply to **Claim Expenses** incurred until a final judgment or adjudication is rendered against any **Insured** for such conduct at which time the **Insured** shall reimburse the Insurer for **Claim Expenses** paid or incurred on account of such **Claim**. The Insurer will not defend the **Insured** in any criminal proceedings.

This Exclusion will apply separately to each **Insured** and will not apply to any **Insured** who did not commit, participate in, acquiesce to, or ratify such conduct committed by another **Insured**.

- b. the gaining by any **Insured** of any personal profit, remuneration or advantage to which any **Insured** was not legally entitled.
- c. any **Claim** brought or maintained by, on behalf of, or in the right of:
- (i) any **Insured**. However, this Exclusion does not apply to any **Claim** brought or maintained by, on behalf of, or in the right of any entity whom the **Named Insured** or **Subsidiary** is required by written contract to add as an additional insured under this Policy; or
 - (ii) any person or entity related to an **Insured** through common ownership, control, or management.
- d. any express warranties or guarantees by any **Insured**, or liability assumed by any **Insured** under any contract or agreement, unless an **Insured** would have been legally liable in the absence of such contract or agreement.
- e. any **Circumstance** of which any partner, member, director, or officer of the **Insured** was aware prior to the effective date of this Policy and could have reasonably expected to give rise to a **Claim**; or any future **Claim** or litigation based upon or derived from the same or essentially the same **Circumstance**; provided that, if this Policy is a renewal of a Policy or Policies previously issued by the Insurer and if the coverage provided by the Insurer was continuous from the effective date of the first such other Policy to the effective date of this Policy, the reference in this Exclusion to "effective date" will mean the effective date of the first Policy under which the Insurer first provided continuous coverage to an **Insured**.
- f. any **Circumstance** or **Claim**, which prior to the effective date of this Policy was the subject of any notice under any prior insurance policy.
- g. any actual or alleged **Bodily Injury** or **Property Damage**; however, this Exclusion shall not apply to mental anguish or emotional distress in a **Claim** for **Personal Injury**.
- h. any actual or alleged failure to effect or maintain any insurance or bond.
- i. any actual or alleged activity by any **Insured** in a fiduciary capacity as respects any employee benefit or pension plan under the Employee Retirement Income Security Act of 1974 (ERISA) or any amendments thereof or similar state, federal or local statutory laws or common law.
- j. any actual or alleged violation of any securities, antitrust, restraint of trade, unfair trade practices, consumer protection, or other similar law by any person, including but not limited to any **Insured**.
- k. any actual or alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, lead, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any request, demand, or order that an **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants.
- l. a **Claim** asserted by a current, prior, or prospective **Employee** of an **Insured**.
- m. any actual or alleged infringement of any copyright, patent, trademark, trade name, trade dress or service mark; or wrongful appropriation, use, or disclosure of trade secrets by any person, including but not limited to any **Insured**.
- n. any actual or alleged failure of any **Insured** to honor an **Insured's** cost guarantee or cost estimates for **Professional Services** rendered or to be rendered.

- o. any actual or alleged rendering or failure to render investment or insurance counseling or advice; the purchase or selling of, or failure to purchase or sell an investment or insurance of any kind; or any **Insured's** advice, promise(s) or guarantee(s) regarding the future value of any investments or interest rate or rate of return; or any **Insured's** advice, promise(s) or guarantee(s) regarding the coverage provided or not provided by insurance of any kind.

6. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** under this Policy, **Claims** brought on account of **Wrongful Act(s)** or otherwise, the Insurer's liability is limited as follows:

- a. for **Claims** arising under Insuring Agreement 1. a. of this Policy, the Limit of Liability specified in Item 3. b. of the Policy Declarations as the Aggregate shall be the Insurer's maximum liability for **Damages** for all **Claims** during the **Policy Year**.
- b. for **Claims** arising under Insuring Agreement 1. a. of this Policy, the Limit of Liability specified in Item 3. a. of the Policy Declarations as the Limit for each **Claim** shall be the Insurer's maximum liability for **Damages** for each **Claim** during the **Policy Year**, and subject to the Aggregate Limit of Liability specified in Item 3. b. of the Policy Declarations.
- c. for **Claims** arising under Insuring Agreement 1. b. of this Policy, the Insurer's maximum liability for **Damages** and **Claim Expenses** shall not exceed \$25,000, subject to the Aggregate Limit of Liability specified in Item 3. b. of the Policy Declarations.
- d. for **Claims** arising under Insuring Agreement 1. a. of this Policy, **Claim Expenses** shall be paid in addition to the Limits of Liability as shown in the Policy Declarations.
- e. the Deductible amount stated in Item 4. of the Policy Declarations shall apply to **Damages** and **Claim Expenses** and shall apply separately to each and every **Claim**. The **Named Insured** shall pay the Deductible stated in Item 4. of the Policy Declarations for **Damages** and **Claim Expenses**. Subject to the Limits of Liability, the Insurer shall only be liable to pay for **Damages** and **Claim Expenses** in excess of such Deductible, and such Deductible shall not be insured under this Policy.
- f. the Limit of Liability for the Automatic Extended Reporting Period and the Extended Reporting Period, if applicable, shall be part of and not in addition to the Limits of Liability specified in Item 3. of the Policy Declarations.
- g. **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** subject to one **Claim** Limit and shall be considered first made during the **Policy Period**, the Automatic Extended Reporting Period or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Damages** from such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**, regardless of whether the earliest such **Claim** predates the **Policy Period**.
- h. the Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in Item 2. of the Policy Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding twelve (12) month period for purposes of determining the Limits of Liability.

7. NOTICE

- a. Each **Insured** as a condition precedent to the coverage hereunder:
 - (i) shall provide written notice of a **Claim** as soon as possible, of particulars sufficient to identify the **Insured** and all reasonably obtainable information with respect to the time, place and particulars thereof, and the names and addresses of available witnesses;
 - (ii) if a **Claim** is made, the **Insured**, shall immediately forward to the Insurer every demand, notice, summons, order or other process received by the **Insured** or the **Insured's** representative. This requirement continues throughout the life of the **Claim**.

- b. If any **Insured** shall commit fraud in proffering any **Claim** as regards amount or otherwise, the insurance shall become void as to such **Insured** from the date such fraudulent **Claim** is proffered.
- c. Notice to any **Insureds** may be given to the **Named Insured** at the address shown in Item 1. of the Declarations. It is agreed the **Named Insured** shall act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, **Circumstance**, or **Damages**, cancellation or termination, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of any endorsements issued to form a part of this Policy, and the exercising or declining to exercise any right to an Extended Reporting Period. All notices under this Policy shall be in writing and given by prepaid express courier, certified mail, e-mail, or facsimile.

Notice to the Insurer of any **Claim** under this Policy shall be given to:

RLI Insurance Company
9025 North Lindbergh Drive
Peoria, Illinois 61615-1431
Attention: Claim Department
Facsimile: (866) 692-6796
E-mail: new.claim@rllicorp.com

All other notices to the Insurer under this Policy shall be given to the same addressee but to the attention of the Underwriting Department. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or one day following the date such notice was sent, whichever is earlier.

- d. If the **Insured** first becomes aware of a **Circumstance** during the **Policy Period**, for which this Policy may apply, and if during the **Policy Period**, or the Automatic Extended Reporting Period, or if applicable, during the Extended Reporting Period, the **Insured** gives prompt written notice, containing details of:
- (i) the alleged **Circumstance** and implicated **Professional Services**; and
 - (ii) the specific nature and extent of the injury or damage which has been sustained; and
 - (iii) how the **Insured** first became aware of such **Circumstance**;

then any **Claim** that may subsequently be made against the **Insured** arising out of such **Circumstance** shall be deemed to have been made on the date first written notice of the **Circumstance** was received by the Insurer. If the Policy expires, is cancelled by the **Named Insured** or is nonrenewed and if no Extended Reporting Period is purchased, the right to give notice of a **Circumstance** as conferred upon the **Insured** in this Paragraph shall terminate at the end of the Automatic Extended Reporting Period. If an Extended Reporting Period is purchased, the right to give notice of a **Circumstance** as conferred upon the **Insured** in this Paragraph shall terminate no later than the last day of the Extended Reporting Period.

8. CANCELLATION OR NONRENEWAL

This Policy shall terminate at the earliest of the following times:

- a. the effective date of cancellation or nonrenewal specified in a prior written notice by the **Named Insured** to the Insurer;
- b. ten (10) days after the Insurer mailed written notice of cancellation to the **Named Insured** based upon failure to pay premium due, unless such premium is received by the Insurer prior to such tenth (10th) day;
- c. at such other time as may be agreed upon in writing by the Insurer and the **Named Insured**; or
- d. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations of this Policy.

The Insurer shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Named Insured**. Under any other circumstances; including, if the Policy is cancelled by the **Named Insured** due to the closing or sale of the **Named Insured's** business or the death of the sole proprietor where the **Named Insured** is

sole proprietorship, the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

9. AUTOMATIC EXTENDED REPORTING PERIOD AND EXTENDED REPORTING PERIOD

- a. Provided the Policy's premium has been paid in full and all the terms of the Policy have been fully complied with, the **Named Insured** shall be entitled to a sixty (60) day Automatic Extended Reporting Period for no additional premium. This extension shall apply to any **Claim** first made against an **Insured** during the **Policy Period** arising out of **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and prior to the end of the **Policy Period** and first reported to the Insurer, in writing, during the sixty (60) days immediately following the end of the **Policy Period**. The Automatic Extended Reporting Period shall immediately expire upon the effective date of replacement coverage.
- b. If the Policy is canceled or nonrenewed for any reason other than nonpayment of premium, the **Named Insured** may purchase, by paying the additional premium set forth in Item 9. of the Declarations for this Policy, an Extended Reporting Period to report any **Claim** first made against the **Insured** during the Extended Reporting Period arising out of **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and prior to the end of the **Policy Period** and first reported to the Insurer, in writing, during the Extended Reporting Period. The ability to purchase an Extended Reporting Period shall immediately expire upon the effective date of replacement coverage.

The **Named Insured** must request the purchase of the Extended Reporting Period, in writing to the Insurer and in accordance with Section 7.c. of this Policy, and pay the additional premium due no later than sixty (60) days after the effective date of such cancellation or nonrenewal. If purchased, the Extended Reporting Period begins on the effective date of cancellation or nonrenewal of the Policy. The Extended Reporting Period will run concurrently with the Automatic Extended Reporting Period.

All premiums paid with respect to the Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.

The Limit of Liability applicable to the Automatic Extended Reporting Period and Extended Reporting Period will be the Limit of Liability remaining under the terminated Policy or as otherwise required by the regulatory guidelines governing this type of insurance.

For the purpose of this Section, any change in premium or terms on renewal shall not constitute a refusal to renew.

10. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, after the beginning of the **Policy Period**, the **Named Insured**:

- a. acquires substantially all of the assets of another entity; or
- b. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- c. acquires another entity by merger such that the **Named Insured** is the surviving entity;

then the coverage provided under this Policy shall apply to such new creation or acquisition; but only with respect to **Wrongful Acts** occurring or allegedly occurring after the acquisition, merger or creation. As a condition for any coverage under this Section 10., if the current year annual gross receipts of the new entity created or acquired under Paragraphs a., b. or c., above, exceed fifteen percent (15%) of the current year annual gross receipts of the **Named Insured** as reflected in the most recent Application on file with the Insurer, then coverage for such newly created or acquired entity will cease ninety (90) days after the effective date of such creation or acquisition unless, within such ninety (90) day period:

- (i) the **Named Insured** provides the Insurer with written notice of such creation or acquisition; and
- (ii) the **Named Insured** provides the Insurer with such information in connection therewith as the Insurer may deem necessary; and

(iii) the **Named Insured** accepts any special terms, conditions, exclusions, or additional premium charge as may be required by the Insurer; and

(iv) the Insurer, in its sole discretion, agrees by written endorsement to provide such coverage.

The **Named Insured** is not required to provide written notice to the Insurer under this Section if: 1. the current year annual gross receipts of the newly created or acquired entity do not exceed fifteen percent (15%) of the current year annual gross receipts of the **Named Insured** as reflected in the most recent Application on file with the Insurer; or 2. the creation or acquisition occurs less than ninety (90) days prior to the end of the **Policy Period**.

11. CHANGE OF CONTROL

If, during the **Policy Period**:

- a. the **Named Insured** shall consolidate with or merge into, or sell all or substantially all of its assets to, any other person or organization or group of persons or organizations acting in concert; or
- b. any person or organization or group of persons or organizations acting in concert shall acquire an amount of the outstanding securities representing more than fifty percent (50%) of the voting power for the election of directors of the **Named Insured**, or acquires the voting rights of such an amount of such securities;

(either of the above events herein referred to as the "Transaction")

then this Policy shall continue in full force and effect as to **Wrongful Acts** committed prior to the effective date of the Transaction, but there shall be no coverage afforded by any provision of this Policy for any **Wrongful Act** committed after the effective date of the Transaction. The **Named Insured** shall also have the right to elect the Extended Reporting Period described in Section 9. of this Policy within thirty (30) days after the effective date of the Transaction.

The **Named Insured** shall give the Insurer written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

12. REPRESENTATIONS AND SEVERABILITY

The **Insureds** represent that the particulars and statements contained in the Application and all attachments are true and agree that:

- a. those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy;
- b. those particulars and statements are material to the acceptance of the risk assumed by the Insurer; and
- c. this Policy is issued in reliance upon the truth of such representations.

Except for material facts or circumstances known to the person or persons signing the Application, no statement in the Application of knowledge or information possessed by an **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of coverage.

13. SUBROGATION

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insureds** rights of recovery. The **Insureds** shall execute and deliver all instruments and papers and do whatever else is necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of the **Insureds**.

Any recoveries will be applied as follows:

- a. first, to the Insurer up to the amount of its payment for **Damages** and **Claim Expenses**;
- b. then, to the **Insured** as recovery of Deductible amounts paid as **Damages** and **Claim Expenses**.

14. OTHER INSURANCE

This Policy is excess of all other insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

15. WORLDWIDE TERRITORY

Coverage under this Policy shall extend to **Wrongful Acts** committed anywhere in the world, provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions.

16. ADDITIONAL INSURED STATUS FOR PARENT ORGANIZATION

The **Parent Organization** is named as an additional insured, but only as respects **Claims** first made against the **Parent Organization** during the **Policy Period** and first reported to the Insurer during the **Policy Period**, the Automatic Extended Reporting Period or, if applicable, during the Extended Reporting Period, for **Wrongful Acts** by an **Insured**.

17. ACTION AGAINST THE INSURER

No action shall lie against the Insurer unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of an **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant or the claimant's legal representative, and the Insurer.

Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the Insurer as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Insurer be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the Insurer of its obligations hereunder.

18. ASSIGNMENT

This Policy and any and all rights hereunder are not assignable without the written consent of the Insurer.

19. CHANGES

The terms and conditions of this Policy shall not be waived or changed, except by endorsement issued to form a part of this Policy.

20. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are hereby amended to conform to such statutes.

21. HEADINGS

The descriptions in the headings of this Policy are solely for convenience and form no part of the Policy terms and conditions of coverage.

22. LIBERALIZATION

If the Insurer adopts any revisions to this Policy during the **Policy Year** that would broaden coverage without additional premium, the broadened coverage will apply to this Policy at the inception date of the next **Policy Year**, but it will not apply to **Claims** that were first made against any **Insured** prior to the effective date of such revision.

This Liberalization provision does not apply to the Insurer's issuance, use, amendment, reformation of, or change to, any endorsement that may be used in connection with the provision of any Professional Liability insurance.

23. ENTIRE AGREEMENT

The **Insureds** agree that this Policy, including the Application, attachments and any endorsements, constitutes the entire agreement between the **Insureds** and the Insurer or any of its agents relating to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARYLAND AMENDATORY ENDORSEMENT

The Policy is amended as follows:

1. Section **7. NOTICE**, is amended by deleting subsection b. in its entirety and replacing it with the following:

"b. If any **Insured** shall commit fraud in proffering any **Claim** as regards amount or otherwise, coverage may be denied and the Policy may be terminated in accordance with Policy provisions."

2. Section **8. CANCELLATION OR NONRENEWAL**, is deleted in its entirety and replaced as follows:

"8. CANCELLATION OR NONRENEWAL

This Policy shall terminate at the earliest of the following times:

- a. the effective date of cancellation or nonrenewal specified in a prior written notice by the **Named Insured** to the Insurer;
- b. ten (10) days after the Insurer mailed written notice of cancellation to the **Named Insured** based upon failure to pay premium due, unless such premium is received by the Insurer prior to such tenth (10th) day; or
- c. upon expiration of the Policy Period as set forth in Item 2. of the Declarations of this Policy.

The Insurer shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Named Insured**. Customary short rates will be calculated as pro rata x .90. If the Policy is financed by a premium finance company and the Insurer or the premium finance company or the **Named Insured** cancels the Policy, the gross unearned premium refund will be pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

The Insurer shall not be required to renew this Policy upon its expiration. If the Insurer chooses not to renew this Policy, it shall either itself or through an agent or broker acting on its behalf, at least forty-five (45) days prior to the expiration of the Policy, send to the **Named Insured** by certificate of mailing, written notice of its intention not to renew, stating therein the reason for nonrenewal."

3. Section **9. AUTOMATIC EXTENDED REPORTING PERIOD AND EXTENDED REPORTING PERIOD**, is amended by deleting 9.b. in its entirety, and replacing it with the following:

"b. If the Policy is canceled or nonrenewed for any reason other than nonpayment of premium, the **Named Insured** may purchase an Extended Reporting Period of one (1) year, two (2) years, three (3) years, or a greater period, up to six (6) years, as may be negotiated with the Insurer, by paying the required additional premium, to report any **Claim** first made against the **Insured** during the Extended Reporting Period arising out of **Wrongful Acts** committed on or subsequent to the **Retroactive Date** and prior to the end of the **Policy Period** and first reported to the Insurer, in writing, during the Extended Reporting Period. The ability to purchase an Extended Reporting Period shall immediately expire upon the effective date of replacement coverage."

4. Section **11. CHANGE OF CONTROL**, is deleted in its entirety and replaced as follows:

"11. CHANGE OF CONTROL

If during the **Policy Period** the **Named Insured** shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or organization or group of persons or organizations acting in concert (herein referred to as the "Transaction"), then this Policy shall continue in full force and effect as to **Wrongful Acts** occurring prior to the effective time of the Transaction. The **Named Insured** shall also have the right to elect an Extended Reporting Period described in Section 9. of this Policy or a greater period as may be negotiated with the Insurer.

The **Named Insured** shall give the Insurer written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction. In the event notice is not given to the Insurer within thirty (30) days, a notice of cancellation will be sent to the **Named Insured** terminating this Policy effective forty-five (45) days after the mailing of notice due to failure of the **Named Insured** to provide proper notice resulting in actual prejudice to the Insurer. There shall be no coverage afforded by any provision of this Policy for any **Wrongful Act** occurring after the effective time of the cancellation."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND EXCLUSION a. CLAIMS EXPENSE REIMBURSEMENT

It is agreed that Section **5. EXCLUSIONS**, Item a. is deleted in its entirety and replaced by the following:

- "a. conduct by any **Insured** that is criminal, fraudulent, dishonest or with the intent to cause damage; however, this Exclusion shall not apply to **Claim Expenses** incurred until a final judgment or adjudication is rendered against any **Insured** for such conduct at which time the **Insured** shall reimburse the Insurer for **Claim Expenses** paid or incurred on account of such **Claim**. The Insurer will not defend the **Insured** in any criminal proceedings."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT BODILY INJURY/PROPERTY DAMAGE SUBLIMIT

It is agreed that:

1. Section **5. EXCLUSIONS**, Item g. is deleted in its entirety and replaced with the following:
 - g. any actual or alleged **Bodily Injury or Property Damage**; however, this Exclusion shall not apply to:
 - (i) mental anguish or emotional distress in a **Claim** for **Personal Injury**; or
 - (ii) any actual or alleged **Bodily Injury or Property Damage** resulting from a **Wrongful Act** committed in the performance of **Professional Services**.
2. Section **5. EXCLUSIONS**, is amended to include the following:
 - **Bodily Injury or Property Damage** arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any aircraft, auto, vehicle, watercraft, or other mode of transportation owned or operated by or rented or loaned to any **Insured**.
 - **Property Damage**:
 - (i) to real property the **Insured** owns, rents or occupies;
 - (ii) to premises the **Insured** sells, gives away or abandons;
 - (iii) to real property or personal property loaned to the **Insured**;
 - (iv) to personal property in the **Insured's** care, custody or control; or
 - (v) any defect, deficiency, inadequacy or dangerous condition in any manufactured product associated with the **Insured's Professional Services**.
3. The Insurer's maximum liability for all **Damages** and **Claim Expenses** for **Claims** alleging, involving, or in any way related to **Bodily Injury or Property Damage** shall be \$100,000. It is further agreed that this Endorsement creates a sublimit which is part of and not in addition to the Limits of Liability stated in Item 3. of the Declarations.
4. As a condition of the coverage for **Claims** alleging, involving, or in any way related to **Bodily Injury or Property Damage**, the **Named Insured** and **Subsidiary** must maintain in full force and effect during the **Policy Period**, Comprehensive General Liability insurance, including Products/ Completed Operations and Premises/Operations coverage, covering **Bodily Injury** and **Property Damage** in the amount of at least \$1,000,000 which applies to the operations of the **Named Insured** and **Subsidiary**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCIPLINARY PROCEEDING SUBLIMIT

It is agreed that:

Section **6. LIMITS OF LIABILITY AND DEDUCTIBLE**, Item a. is amended to include:

However, the Insurer's maximum liability for **Damages** and **Claim Expenses** shall not exceed \$150,000 for all **Claims** alleging **Disciplinary Proceedings**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL FUNGI EXCLUSION

It is agreed:

1. Section **4. DEFINITIONS**, is amended to include the following:

"Fungi" means:

- a. fungus of any type or nature whatsoever, including, but not limited to, molds, biogenic aerosols, slimes or mildew; and
- b. all byproducts generated by fungus, including, but not limited to, any toxins, mycotoxins, spores, or scents produced or released by **Fungi**.

2. Section **5. EXCLUSIONS**, is amended to include the following:

- any **Claim** arising from, based upon or in any way related to: (a) **Bodily Injury**, including death at any time resulting there from, caused by the exposure to, or inhalation, ingestion or absorption of any **Fungi**; (b) any other actual, threatened or alleged harm to the health or welfare of any person, plant or animal, including death at any time resulting there from, caused by the exposure to, or inhalation, ingestion or absorption of any **Fungi**; (c) **Property Damage**, including, but not limited to, diminution in value, loss of market value, loss of use, caused by the contact with, exposure to, existence of or presence of **Fungi**; or (d) any other actual, threatened or alleged deterioration of or loss in value to or marketability of any real or inanimate personal property which would not have occurred in whole or in part, but for the contact with, exposure to, existence of or presence of any **Fungi**.
- any other **Damages** or **Claim**, loss, costs or expenses incurred by any **Insured** or any other entity arising from, based upon or in any way related to the testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any other way responding to, or assessing the effects of **Fungi**.

It is further agreed that this Exclusion applies whether or not there is another contributing cause of the loss, whether the other cause of loss occurred concurrently or in any other sequence to the loss.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFENSE AND SETTLEMENT (II) MARYLAND

It is agreed Section 3. **DEFENSE AND SETTLEMENT**, is deleted in its entirety and replaced with the following:

The Insurer has the right and duty to defend any **Claim** to which this insurance applies, up to the Limit of Liability of the Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. The duty to defend ends when the Insurer has tendered the remaining Limit of Liability of the Policy to the **Named Insured** or upon exhaustion of the Limit of Liability of the Policy by payment of **Claim Expenses** or **Damages**. The Insurer will pay **Claim Expenses** pursuant to its duty to defend **Claims** to which the insurance applies. The Insurer has the right to investigate, adjust, defend, appeal and, with the consent of the **Named Insured**, negotiate the settlement of any **Claim** whether within or above the Deductible.

All **Insureds** agree to cooperate with the Insurer, and provide such assistance and information as the Insurer may reasonably request. Upon the Insurer's request, any **Insured** shall submit to examination and interrogation by a representative of the Insurer, under oath if required, and shall attend hearings, depositions, arbitrations, mediations, trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the Insurer's representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the Insurer, other than as provided in Section 2. a. All **Insureds** further agree not to take any action which may increase any **Insured's** or the Insurer's exposure for **Claim Expenses** or **Damages**.

All **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which an **Insured** or the Insurer may have, including the execution of such documents as are necessary to enable the Insurer to bring suit in an **Insured's** name, and shall provide all other assistance and cooperation which the Insurer may reasonably require.

An **Insured** shall not demand or agree to arbitration or mediation of any **Claim** after a **Claim** is made without the prior written consent of the Insurer. An **Insured** shall not, except at personal cost, make any offer or payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without the Insurer's prior written consent. Any such offer or payment, admission of liability, settlement, assumption of any obligation, or expense incurred without the Insurer's prior written consent shall be the sole obligation of the **Insured**.

The Insurer will have no obligation to pay **Damages** or **Claim Expenses** or to defend any **Claim** after the Limits of Liability have been exhausted by tendering the remaining Limit of Liability of the Policy to the **Named Insured** or exhausted by payment of **Claim Expenses** or **Damages**. Further, the Insurer has no obligation to apply for or furnish costs of attachment or similar bonds.

The **Named Insured** shall promptly reimburse the Insurer for all **Claim Expenses** paid or incurred by the Insurer on account of a **Claim** upon a final judgment or adjudication that the Insurer owes no duty to defend the **Claim**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND RETROACTIVE DATE FOR A NEW PROFESSIONAL SERVICE

It is agreed:

1. Section **4. DEFINITIONS, "Professional Services"** is amended to include the following:

Deed Transfer Preparation Services

2. The following Deductible shall only apply to the above listed **Professional Services**:

Deductible \$15,000 each **Claim**

A single Deductible shall apply to every **Claim** alleging a **Wrongful Act**. In the event that two Deductibles apply, the larger of the two would apply.

3. The following **Retroactive Date** shall only apply to the above listed **Professional Services**:

Retroactive Date 03/13/2024

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE WITHIN LIMITS AND THIRD PARTY DISCRIMINATION EXCLUSION

It is agreed:

1. Section **1. INSURING AGREEMENTS**, Item b. is deleted in its entirety.
2. Section **5. EXCLUSIONS**, is amended to include the following:
 - any actual or alleged **Third Party Discrimination**.
3. Section **6. LIMITS OF LIABILITY AND DEDUCTIBLE** is deleted in its entirety and replaced with the following:

"6. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** under this Policy, **Claims** brought on account of **Wrongful Act(s)** or otherwise, the Insurer's liability is limited as follows:

- a. for **Claims** arising under Insuring Agreement 1. a. of this Policy, the Limit of Liability specified in Item 3. b. of the Policy Declarations as the Aggregate shall be the Insurer's maximum liability for **Claims Expenses** and **Damages** for all **Claims** during the **Policy Year**.
- b. for **Claims** arising under Insuring Agreement 1. a. of this Policy, the Limit of Liability specified in Item 3. a. of the Policy Declarations as the Limit for each **Claim** shall be the Insurer's maximum liability for **Claims Expenses** and **Damages** for each **Claim** during the **Policy Year**, and subject to the Aggregate Limit of Liability specified in Item 3. b. of the Policy Declarations.
- c. the Deductible amount stated in Item 4. of the Policy Declarations shall apply to **Damages** and **Claim Expenses** and shall apply separately to each and every **Claim**. The **Named Insured** shall pay the Deductible stated in Item 4. of the Policy Declarations for **Damages** and **Claim Expenses**. Subject to the Limits of Liability, the Insurer shall only be liable to pay for **Damages** and **Claim Expenses** in excess of such Deductible, and such Deductible shall not be insured under this Policy.
- d. the Limit of Liability for the Automatic Extended Reporting Period and the Extended Reporting Period, if applicable, shall be part of and not in addition to the Limits of Liability specified in Item 3. of the Policy Declarations.
- e. **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** subject to one **Claim** Limit and shall be considered first made during the **Policy Period**, the Automatic Extended Reporting Period or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Claim Expenses** and **Damages** from such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**, regardless of whether the earliest such **Claim** predates the **Policy Period**.
- f. the Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in Item 2. of the Policy Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding twelve (12) month period for purposes of determining the Limits of Liability."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL ENGINEERING EXCLUSION

It is agreed that:

1. Section **4. DEFINITIONS**, is amended by adding the following:

"Social Engineering" means any actual or alleged reliance by any person, entity, or **Insured** upon a deceptive misrepresentation, which induces any party to transfer, pay, or deliver goods, money, securities, or virtual currency.

2. Section **5. EXCLUSIONS**, is amended by adding the following:

- any actual or alleged loss of goods, money, securities, or virtual currency resulting from **Social Engineering**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIVACY AND NETWORK SECURITY EXCLUSION

It is agreed that:

1. Section **4. DEFINITIONS**, is amended to include the following:

"Network Security Breach" means the failure by the **Insured**, or others acting on behalf of the **Insured**, to secure the **Insured's** computer system which results in:

- a. unauthorized access to, theft, unauthorized copying, or unauthorized use of the **Insured's** computer system;
- b. the transmission, implantation, or infection of corrupting, unauthorized, or harmful software code to or from the **Insured's** computer system;
- c. a denial of service attack against a third party;
- d. alteration, destruction, damage, or deletion of electronic data on the Insured's computer system.

"Personal Information" means:

- a. an individual's name, address, telephone number, or email address;
- b. medical or healthcare data;
- c. a social security number;
- d. a driver's license number or any other state identification number;
- e. a financial account number in combination with any required password, access code or other security code that would permit access to the financial account;
- f. a credit or debit card number; or
- g. non-public individually identifiable information,
as defined in any applicable **Privacy Regulation**.

"Privacy Breach" means:

- a. the theft or misappropriation of **Private Information** while in the care, custody or control of an **Insured** or a third party from whom the **Insured** is legally liable; or
- b. a violation of a **Privacy Regulation**.

"Privacy Regulation" means statutes or regulations regulating the use and protection of **Personal Information**.

"Private Information" means:

- a. **Personal Information**; or
- b. confidential or proprietary business information owned by any person or entity other than an **Insured** and expressly identified as confidential or proprietary, which is protected under a written non-disclosure agreement or similar written agreement.

2. Section **5. EXCLUSIONS**, is amended to include the following:

- a **Network Security Breach**.
- a **Privacy Breach**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL ESTATE SERVICES

It is agreed that:

1. Section **4. DEFINITIONS**, is amended to include the following:

- **"Real Estate Services"** means services rendered to others solely in the conduct of the **Insured's** profession as a closing agent, escrow agent, leasing agent, notary public, **Property Manager**, real estate agent or broker, real estate appraiser, real estate auctioneer, real estate consultant, title abstractor/searcher, title agent, or witness closer, provided that the **Insured** rendering such services is properly licensed, in jurisdictions where licensure is required, to render such services.
- **"Property Manager"** means a person providing the following services in connection with managing real estate property:
 - (i) Development, implementation and administration of contracts.
 - (ii) Development of management plans and budgets.
 - (iii) Management of tenant relations, collection of rent and processing evictions.
 - (iv) Record keeping.
 - (v) Solicitation, evaluation and securing of tenants.
 - (vi) Arranging for maintenance, repair, or renovation of real estate property; provided that such maintenance, repair, or renovation is not performed by an **Insured**.

2. Section **5. EXCLUSIONS**, is amended to include the following:

- any transaction involving a loan funded in whole or in part with any of the **Insured's** own funds.
- commingling of funds.
- the valuation, performance, sale or purchase of a business; however this Exclusion does not apply to the sale or purchase of real estate property.
- any guarantee or promise made by an **Insured** regarding the future value or performance of any real estate property.
- the formation, promotion, syndication, operation, or administration of any property syndication, real estate investment trust, or any other entity, formed for the purpose of investing in, selling, buying, or maintaining real property.
- defects in title which the **Insured** intentionally did not disclose to the title insurer.
- any intentional breach of title agent underwriting or binding authority by an **Insured**.
- the **Insured's** rendering or failure to render services as, or which are usual and customary to the practice or activities of an accountant, architect, business broker, construction manager, engineer, financial planner, general contractor, home inspector, land surveyor, lawyer, mortgage banker, mortgage broker, real estate developer, or securities broker-dealer.

- any notarized certification or acknowledgment of a signature of the person who is, or claims to be the person signing any instrument or document, which such **Insured** notarizes without the physical appearance of the person signing before the **Insured**. However, this Exclusion shall not apply to any **Insured** who is a duly authorized notary public when the **Insured** performs remote notarization services where allowed by and performed in compliance with all applicable local, state and federal laws.
- any real estate property developed, constructed or owned by any:

(i) **Insured**; or

(ii) person or entity related to an **Insured** through common ownership, control, or management.

However, this Exclusion does not apply to any **Claim** arising out of:

1. the sale of residential property by an **Insured** who is an owner of such residential property if the following conditions are met:
 - a. a written property inspection report was issued by someone other than the **Insured**;
 - b. a seller disclosure form was signed by the **Insured** and accepted in writing by the purchaser prior to the date of closing; and
 - c. a standard sales contract was utilized;
2. the leasing of residential property by an **Insured** who is the owner of such residential property, as long as a standard lease agreement was utilized.
3. services rendered as a **Property Manager**.

3. Section **5. EXCLUSIONS**, item h., is deleted in its entirety and replaced with the following:

- h. any actual or alleged failure to effect or maintain any insurance or bond; however, this Exclusion does not apply to services rendered to others solely in the conduct of the **Insured's** profession as a title agent.

4. Section **5. EXCLUSIONS**, item o., is deleted in its entirety and replaced with the following:

- o. any actual or alleged rendering or failure to render investment or insurance counseling or advice; the purchasing or selling of, or failure to purchase or sell an investment or insurance of any kind; or any **Insured's** advice, promise(s) or guarantee(s) regarding the future value of any investments or interest rate or rate of return; or any **Insured's** advice, promise(s) or guarantee(s) regarding the coverage provided or not provided by insurance of any kind; however, this Exclusion does not apply to services rendered to others solely in the conduct of the **Insured's** profession as a title agent.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVE BLANKET ADDITIONAL INSURED COVERAGE

It is agreed that Section **4. DEFINITIONS**, is amended by deleting Item g. from the definition of "**Insured**" in its entirety.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT RETROACTIVE DATE LIMITS OF LIABILITY

It is agreed that with regard to the \$1,000,000 (each **Claim**) / \$1,000,000 (Aggregate) excess of \$1,000,000 (each **Claim**) / \$1,000,000 (Aggregate) Limits of Liability in Item 3. of the Declarations of this Policy, Item 5. **Retroactive Date** is deleted in its entirety and replaced with the following:

"Item 5. **Retroactive Date:** 11/14/2013 "

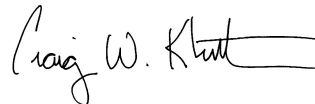
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Handwritten signature of Jeffrey D. Fick in black ink.

Secretary

Handwritten signature of Craig W. Klutt in black ink.

President

Title Agents Escrow Agents and Abstractors Professional Liability Application



RLI Insurance Company
Peoria, Illinois 61615

Please answer all questions completely. This form must be completed, signed and dated by a partner, member, director or officer of the firm. Please type or print.

- Name of Applicant: Close it! Title Services, Inc. dba Federal Title & Escrow Company
- Address: 5481 Wisconsin Avenue Suite D
City, State, Zip: Chevy Chase, MD 20815
Telephone: 202-362-1500 Website: https://www.federaltitle.com/ E-mail: _____
- Date Established: 2013
(If your business was established less than three years ago, please provide a resume of a principal or partner)
- Applicant is: ☒ Corporation ☐ Partnership ☐ Individual ☐ LLC
- Is the Applicant controlled, owned, affiliated or associated with any other firm, corporation or company? ☐ Yes ☒ No
If "Yes", please provide name(s) and relationship(s): _____
- (a) Total number of employees: 11
(b) Please complete the following table. If an employee falls into more than one category, then list that employee in both categories.

Job Description	# of Employees	How many employees have less than 3 years of experience?
Title Agent		
Escrow/Closing/Settlement Agent	5	1
Abstractor/Searcher		

- Gross Revenues (if a start-up firm, estimate revenue)

	Prior Year (Annual)	Current Year (To Date)	Projected Next Year (Annual)
Title Agent	\$	\$	\$
Escrow/Closing/Settlement Agent	\$ 3,300,000	\$ 2,100,000	\$ 4,500,000
Abstractor/Searcher	\$	\$	\$
Other (specify):	\$	\$	\$
Total	\$	\$	\$

- List the states where applicant provides professional services: _____
- Provide the percentage of revenue received from the following industries: (Must total 100%)

(a) Residential	<u>95</u> %	(d) Mining/Minerals	_____ %
(b) Commercial	<u>5</u> %	(e) Other (specify)	_____ %
(c) Agriculture	_____ %	(f) Other (specify)	_____ %
- Provide the percentage of revenue received from the following client types: (Must total 100%)

(a) Title Companies	<u>100</u> %	(d) Banks/ Mortgage Co.	_____ %
(b) Real Estate Agents	_____ %	(e) Other (specify)	_____ %
(c) Builders/Developers	_____ %	(f) Other (specify)	_____ %
- What is the average value of the properties in your transactions? \$ 750000

- Please list the premium volume percentages remitted for the top three (3) title underwriting companies represented:

Company	% of Prem. Volume
(a) <u>Fidelity National Title Insurance</u>	<u>60</u>
(b) <u>WFG National</u>	<u>40</u>
(c) <u>First American</u>	<u>0</u>

- Have employees been made aware of and received training on the new CFPB regulation? ☒ Yes ☐ No
- Is your firm in compliance with all new CFPB regulations? ☒ Yes ☐ No

15. If the Applicant provides Abstracting/Searching Services, please answer these questions.

i. How is this abstracting/searching work completed? (Must total 100%. Services must be reflected in question #7 above.)

- (a) In house title plant _____% (d) Title Company or underwriter _____%
- (b) Title Plant maintained by others _____% (e) Other (specify) _____%
- (c) Courthouse records _____% (f) Other (specify) _____%

ii. Please confirm the standard number of years searched on each abstract request: ____ Yrs.

- (a) If less than forty (40) years, does Applicant receive written confirmation from the client regarding the number of years required for each transaction? ☐ Yes ☐ No
- (b) Does the Applicant perform a post-closing title search to ensure that all filings made by the Applicant have been officially recorded and appear in the public record? ☐ Yes ☐ No

16. If the Applicant provides Escrow/Closing/Settlement Services, please answer these questions.

- (a) Do you require written instructions for every escrow/closing? ☒ Yes ☐ No
- (b) Do you require cashier's check or "good funds" for each escrow/closing? ☒ Yes ☐ No
- (c) Do you require initials of signatures on any changes to an escrow/closing? ☒ Yes ☐ No
- (d) Is authority to initiate a wire transfer limited to specific employees with specific dollar thresholds? ☒ Yes ☐ No

If "Yes", please explain threshold amounts.

30,000,000

(e) Please indicate which of the below procedures are used to authenticate funds transfer instructions prior to transfer:

☐ Call the client at a predetermined number ☐ Send a text message to the client at a predetermined number

☐ Receipt by the Applicant of a code know only to the client ☒ Other: In person review

(f) Before processing a wire transfer, must another internal approval level be obtained? ☒ Yes ☐ No

(g) Are employees that initiate wire transfers provided with anti-fraud training about deceptive fraud, social engineering, and phishing schemes? ☒ Yes ☐ No

(h) Do you ever close without title insurance or title opinion? ☒ Yes ☐ No

If "Yes", please explain:

cash if buyer waives title insurance

(i) Are audits performed by an independent accounting firm or your title underwriting company? ☒ Yes ☐ No

(j) Do you perform 1031 tax deferred real estate exchanges? ☒ Yes ☐ No

i. What % of total Escrow fees?

1 _____%

ii. As Escrow/Closing Agent only?

☒ Yes ☐ No

iii. As Intermediary/Accommodator?

☐ Yes ☒ No

(k) During the past three (3) years, have you handled periodic disbursement type escrows (i.e. construction)? ☐ Yes ☒ No

17. Please answer the following questions regarding the use of subcontractors:

(a) The total percentage of work performed by subcontractors:

Title Agent _____%

Escrow/Closing/Settlement Agent _____%

Abstractor/Searcher 100 _____%

Other (specify) _____%

(b) Are all subcontractors required to carry errors and omissions insurance? ☒ Yes ☐ No

If "Yes", what is the insurance policy limit that the subcontractor must maintain?

2,000,000

18. The following questions are applicable to Privacy/Network Security coverage.

(a) If your firm uses laptops, are all laptops password protected? ☐ N/A ☒ Yes ☐ No

(b) Does your firm have a firewall and anti-virus/spam/malware software in place? ☒ Yes ☐ No

(c) Are written network security and privacy policies in place? ☒ Yes ☐ No

(d) Is all private and personal information encrypted? ☒ Yes ☐ No

(e) Are procedures in place to report and respond to unauthorized attempts to access computer system(s)? ☒ Yes ☐ No

(f) Estimated number of personally identifiable records: _____

19. Business Practices: Does your firm's practices include:

(a) Continuing education and training programs for professional personnel? ☒ Yes ☐ No

(b) In the last twelve (12) months, what percentage of your firm's professionals have attended a Risk Management seminar? _____%

20. Prior Insurance: Provide the following about your firm's insurance:

(a) Professional Liability

Insurance Company	Policy Period	Limit (per claim/aggregate)	Deductible	Premium
RLI	10/08/2024-10/08/2025	2MIL/2MIL	15,000	19,367
RLI	10/08/2023-10/08/2024	2MIL/2MIL	15,000	25,701
RLI	10/08/2022-10/08/2023	2MIL/2MIL	15,000	35,801

- Retroactive date on current policy is 10/08/2013

(b) Does the applicant currently have a Fidelity Bond in place? ☐ Yes ☒ No

If "Yes", what is the face amount of the Bond? _____

(c) Does the applicant currently have a Crime/Employee Dishonesty policy in place? ☒ Yes ☐ No

If "Yes", what is the insurance policy limit? 250K on Hartford policy plus 250K excess with Travelers

21. Has any TITLE insurance company cancelled or non-renewed their contract with the Applicant? ☐ Yes ☒ No

If "Yes", please describe the companies and the reasons for cancellation or non-renewal

22. Claims Awareness:

(a) After inquiry, do any partner, members, directors, or officers of the firm for which coverage is sought, have knowledge of any incident, a circumstance, an event, or unresolved fee dispute that may result in a claim? ☐ Yes ☒ No

If "Yes", please provide the following details:

- Project Name
- Potential claimant
- Alleged damages
- Dates

(b) Within the past five (5) years, have any claims been made or legal action brought against the firm, its predecessor(s), or any past or present principals, partners, insurance managers, or employees? ☐ Yes ☒ No

If "Yes", please provide current carrier loss runs and provide the following details:

- Project Name
- Claimant
- Nature of damages to include dollar amount
- Dates

(c) Within the past five (5) years, have you had any information security breaches, including unauthorized access, unauthorized use, unauthorized disclosure, virus, denial of service attack, theft of data, fraud, electronic vandalism, sabotage, extortion or other security events, including notification for any actual or potential compromise of information? ☐ Yes ☒ No

If "Yes", please provide current carrier loss runs and provide the following details:

- Project Name
- Claimant
- Nature of damages to include dollar amount
- Dates

Claim(s) means a demand received by the Insured for money or services and which alleges a wrongful act. Claim(s) includes but is not limited to lawsuits, petitions, arbitrations or other alternative dispute resolution requests filed against the Insured.

FRAUD STATEMENT

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.

FRAUD STATEMENT TO ARKANSAS APPLICANTS

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.

FRAUD STATEMENT TO COLORADO APPLICANTS

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 settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FRAUD STATEMENT TO DISTRICT OF COLUMBIA APPLICANTS

WARNING: 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.

FRAUD STATEMENT TO HAWAII APPLICANTS

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

FRAUD STATEMENT TO IDAHO APPLICANTS

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

FRAUD STATEMENT TO KANSAS APPLICANTS

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 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 who conceals, for the purpose of misleading, information concerning any fact material thereto, is guilty of a crime and may be subject to fines and confinement in prison.

FRAUD STATEMENT TO KENTUCKY APPLICANTS

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.

FRAUD STATEMENT TO LOUISIANA APPLICANTS

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.

FRAUD STATEMENT TO MAINE APPLICANTS

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 a denial of insurance benefits.

FRAUD STATEMENT TO MARYLAND APPLICANTS

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.

FRAUD STATEMENT TO MINNESOTA APPLICANTS

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

FRAUD STATEMENT TO NEW JERSEY APPLICANTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FRAUD STATEMENT TO NEW MEXICO APPLICANTS

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.

FRAUD STATEMENT TO NEW YORK APPLICANTS

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.

FRAUD STATEMENT TO OHIO APPLICANTS

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.

FRAUD STATEMENT TO OREGON APPLICANTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

FRAUD STATEMENT TO PENNSYLVANIA APPLICANTS

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.

FRAUD STATEMENT TO TENNESSEE APPLICANTS

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.

FRAUD STATEMENT TO VIRGINIA APPLICANTS

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.

FRAUD STATEMENT TO WASHINGTON APPLICANTS

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.

I declare that I am the authorized agent for the firm for the purposes of procuring insurance and have answered this application on behalf of the firm and its members. As the authorized agent, I declare that if the firm or any of its members become aware of any information that would change answers furnished in the application, the firm will reveal such information in writing to the Company prior to the effective date of coverage. On behalf of the applicant firm, I declare that this application, including attachments, supplementary pages and other exhibits attached, is complete and correct. I understand that the application shall form the basis of the contract of insurance should the Company offer coverage and should the firm accept the Company's quotation. I also understand that completion of this application does not bind the Company or broker to provide insurance.

THE APPLICATION MUST BE SIGNED BY A PARTNER, MEMBER, DIRECTOR OR OFFICER OF THE APPLICANT.

Luke Bacigalupo Digitally signed by Luke Bacigalupo Date: 2025.08.06 15:18:07 -04'00'	Chief Operating Officer	08/06/2025
SIGNATURE	TITLE	DATE
Luke Bacigalupo PRINT NAME		