

SPECIMEN

POLICY NUMBER: «Policy_»

QBSTA-3000 (08-16)



Title Agents, Abstractors and Escrow Agents Professional Liability Insurance Policy

QBE Specialty Insurance Company
Wall Street Plaza, 88 Pine Street, New York, New York 10005

Home Office: c/o CT Corporation System, 314 East Thayer Avenue, Bismarck, North Dakota 58501

THIS IS A CLAIMS-MADE AND REPORTED POLICY THAT PROVIDES PROFESSIONAL LIABILITY COVERAGE FOR THOSE CLAIMS THAT OCCUR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE DECLARATIONS AND THAT ARE FIRST MADE AGAINST YOU AND REPORTED TO US WHILE THIS POLICY IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED AS CLAIMS EXPENSE AND CLAIMS EXPENSE SHALL BE APPLIED TO THE DEDUCTIBLE.

Item 1: Named Insured:
Mailing Address:

Item 2: Policy Period
From:
To:
At 12:01 a.m. Standard Time at Your Mailing Address Shown Above.

Item 3: Limit of Liability
A. Each claim limit of liability
B. Annual Aggregate

Item 4: Retroactive Date:

Item 5: Deductible: each Claim

Item 6: Notice to Insurer of a Claim or circumstance:
QBE Specialty Insurance Company
Attn: Program Claims Manager
7668 Warren Pkwy, Suite 325
Frisco, TX 75034
Telephone: (866) 470-8182
Email: professional.liability.claims@us.qbe.com

Item 7: Premium
Policy Preparation Fee
Surplus Lines Tax
Stamping Fee
Miscellaneous Fee
Gross Total

Item 8: Extended Reporting Period: 12 months at 100% of the total annual premium.

SPECIMEN

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

President

Secretary

Date

QBSTA-3000 (08-16)

SPECIMEN

POLICY NUMBER: «Policy_»

QBSTA-1000 (08-16)

**THIS IS A CLAIMS MADE AND REPORTED POLICY.
PLEASE REVIEW THE POLICY CAREFULLY**

TITLE AGENTS, ABSTRACTORS AND ESCROW AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY THAT PROVIDES PROFESSIONAL LIABILITY COVERAGE FOR THOSE CLAIMS THAT OCCUR SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE DECLARATIONS AND THAT ARE FIRST MADE AGAINST YOU AND REPORTED TO US WHILE THIS POLICY IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AND REPORTED TO US AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED AS CLAIMS EXPENSE AND CLAIMS EXPENSE SHALL BE APPLIED TO THE DEDUCTIBLE.

PROVISIONS

Read the entire policy carefully.

In consideration of payment of the premium, and in reliance upon the statements made in the Application and its attachments and any materials submitted therewith, all of which are made a part hereof, and subject to the Declarations and all the terms and conditions of this Policy, including any endorsement hereto, the Insurer agrees with the **Named Insured** as follows:

SECTION I — INSURING AGREEMENT

A. Insuring Agreement

1. The Insurer shall pay on behalf of an **Insured** those sums in excess of the deductible that the **Insured** becomes legally obligated to pay as **Damages** and **Claims Expenses** as a result of a **Claim** first made against the **Insured** and reported to the Insurer in writing during the **Policy Period** or Extended Reporting Period by reason of a **Wrongful Act** in the performance of or failure to perform **Professional Services** by the **Insured** or by any other person or entity for whom the **Insured** is legally liable. The **Wrongful Acts** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Policy Period**.

2. **Defense and Settlement**

The Insurer shall have the right and duty to defend any covered **Claim** made against an **Insured** even if the **Claim** is groundless, false or fraudulent. However, the Insurer shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** to which this insurance does not apply. The **Insured** shall not admit or assume liability, settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the Insurer's prior written consent. The Insurer shall have the right to appoint counsel, make any investigation and defend any **Claim** as the Insurer deem necessary.

The Insurer shall not settle any **Claim** without the consent of the **Insured**, which consent shall not be unreasonably withheld. If the **Insured** refuses to consent to any settlement recommended by the Insurer and acceptable to the claimant, then the Insurer's liability for **Damages** and **Claim Expenses** relating to that **Claim** shall not exceed the amount for which the **Claim** could have been settled plus all **Claim Expenses** incurred up to the time the Insurer made such recommendation.

If the **Insured** refuses to settle, once the total **Claims Expenses** equal the amount for which the **Claim** could have been settled plus all **Claim Expenses** incurred up to the time the Insurer made such recommendation, the Insurer shall have the right to withdraw from the further investigations and defense thereof by tendering control of such investigation or defense to the **Insured** and the **Insured** agrees, as a condition of the issuance of this Policy, to accept such tender and proceed solely at its own cost and expense.

SPECIMEN

The Insurers' obligation to defend shall terminate after the limits of the Insurers' liability have been tendered to the **Insured**, to the claimant or into court or exhausted by payments of **Claims Expenses**, judgments or settlements. The duty to defend is not separate from the duty to pay.

With respect to any suit, arbitration or other legal action brought against an **Insured** seeking **Damages**, and subject to all the Policy terms, limits, exclusions, duties, rules and conditions, the Insurer may, at their sole discretion, advance the costs of defense in any such suit, arbitration or other legal action until it is determined by a court of competent jurisdiction that the **Insured** is not entitled to coverage for the **Claim**. In the case of such determination, the **Insured** shall be obligated to repay to the Insurer all costs of defence advanced by the Insurer in defending any **Claim** not covered pursuant to this Policy.

Claims Expenses are part of and not in addition to the Limit of Liability. The payment by the Insurer of **Claim Expenses** reduces the applicable Limit of Liability.

SECTION II — DEFINITIONS

- A. **Bodily Injury** means injury to the body, sickness or disease, including death resulting from such injuries. **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.
- B. **Claim** means a written demand for monetary damages arising out of or resulting from the performance or failure to perform **Professional Services**.
- C. **Claims Expenses** means:
1. attorneys' fees, expert witness fees and other reasonable fees and costs incurred by the Insurer or by the **Insured** with the Insurer's prior written consent, in the investigation and defense of covered **Claims**;
 2. reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment defense and appeal of a **Claim**, including the cost of appeal bonds, however, the Insurer shall not be obligated to apply for or furnish appeal bonds on the **Insured's** behalf.

Claims Expenses does not mean wages or salaries or costs associated with employees or officials of the **Named Insured**. All **Claims Expenses** are a part of and subject to the Limit of Liability and Deductible and shall not be considered sums payable in addition thereto.

- D. **Damages** means any compensatory amount which the **Insured** becomes legally obligated to pay as a result of a covered **Claim**, including judgments, awards and settlements.

Damages shall not mean:

1. civil or criminal fines, penalties, sanctions, whether pursuant to law, statute, regulation or court rule;
 2. punitive and exemplary damages and the multiplied portion of multiplied damages;
 3. any matter, sum or award that is uninsurable under any applicable law; or
 4. the cost to comply with or defend against an injunction or other non-monetary or declaratory relief.
- E. **Disciplinary Proceeding** means any proceeding by a regulatory or disciplinary official or agency to investigate charges made by a client or former client alleging professional misconduct in performing or failing to perform **Professional Services**.
- F. **Insured** means the **Named Insured** and:
1. any past, present or future principal, partner, officer, director, stockholder, trustee or employee of the **Named Insured** but only with respect to **Professional Services** performed on behalf of the **Named Insured**;
 2. independent contractors who are natural persons, or any temporary or leased personnel but only while acting under the direct supervision of the **Named Insured** and on the **Named Insured's** behalf;
 3. the estate, heirs, executors, administrators or legal representatives of any **Insured** described in subpart 1. or 2. above in the event of such **Insured's** death, incapacity, insolvency or bankruptcy but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; or
- G. **Named Insured** means the entity or person named in the Declarations.
- H. **Policy Period** means the period of time shown in the Declarations.

SPECIMEN

- I. **Professional Services** means only those services performed by any **Insured** for others for a fee in any of the following capacities:
1. Title Insurance Agent,
 2. Title Abstractor,
 3. Title Searcher,
 4. Escrow Agent,
 5. Closing Agent,
 6. Notary Public,
 7. Public Records Searcher (including UCC searches)
 8. Corporate Document Searcher,
 9. Flood Zone Certifications, or
 10. Witness Closer.
- J. **Property Damage** means any injury to or loss or destruction of tangible property, including the loss of use thereof.
- K. **Related Claims** means all **Claims** arising out of a single **Wrongful Act** or series of **Related Wrongful Acts** in the performance of or failure to perform **Professional Services**.
- L. **Related Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction cause or series of casually connected facts, circumstances, situations, events, transactions or causes.
- M. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- N. **Subsidiary** means any entity in which the **Named Insured** owns either directly or indirectly 50% or more of the outstanding voting stock.
- O. **Wrongful Act** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty in the performing of or failure to perform **Professional Services**.

SECTION III — EXCLUSIONS

This Policy does not apply to any **Claim** against the **Insured**:

- A. based on, arising out of or resulting from:
1. a **Professional Service** performed and those services that should have been performed or were omitted prior to the effective date of the Policy if any **Insured** knew or could have reasonably foreseen that the **Professional Service** could give rise to a **Claim**;
 2. any common fact, circumstance, transaction advice or decision involved in a **Professional Service** reported as a **Claim** or potential **Claim** under any prior Policy; or
 3. any **Claim**, suit, act, error or omission disclosed in the application for this Policy;
- B. based on, arising out of or resulting from an **Insured's Professional Services** for:
1. any other **Insured** under the Policy; or
 2. any firm, organization, entity or trust not named in the Declarations in which the **Insured**:
 - a. has or had any ownership interest;
 - b. is or was a director, officer, partner, principal shareholder or employee; or
 - c. at any time managed, operated or exercised direct or indirect control;
- C. based on, arising out of or resulting from any actual or alleged liability assumed by an **Insured** under any contract or agreement, unless such liability would have attached to an **Insured** even in the absence of such contract;
- D. based on, arising out of or resulting from any actual or alleged **Bodily Injury** or **Property Damage**;

SPECIMEN

- E. based on, arising out of or resulting from any actual or alleged violation of:
 - 1. Securities Act of 1933;
 - 2. Securities Exchange Act of 1934;
 - 3. any state securities law; or
 - 4. the Employee Retirement Income Security Act of 1974, or any rules or regulations promulgated thereunder or any other similar federal, state or common law, or any amendments thereof;
- F. based on, arising out of or resulting from:
 - 1. any act committed with knowledge of its wrongful nature or with the intent to cause damage;
 - 2. the gaining by an **Insured** of any personal profit, gain or advantage to which an **Insured** is not legally entitled;
 - 3. any disputes over fees for services;
 - 4. any criminal, fraudulent, or dishonest act. However, the Insurer shall defend such allegations against the **Insured** if it involves a **Claim** otherwise covered under the Policy until final adjudication and the coverage otherwise afforded by this Policy shall continue to apply to the **Named Insured** and to any individual **Insured** who neither committed, personally knew of or acquiesced in such conduct; or
 - 5. judgments or awards arising from acts or omissions deemed uninsurable by law;
- G. based on, arising out of or resulting from infringement of patent, copyright, trademark, service mark or trade name; or unfair competition based upon actual or alleged infringement of patent, copyright, trademark, service mark, or trade name;
- H. based on, arising out of or resulting from any **Claim** based on:
 - 1. the unauthorized access to the **Insured's** electronic data processing system; or
 - 2. the mechanical or electrical malfunction of any business machine, communication device or computer system;
- I. based on, arising out of or resulting from any actual or alleged violations of the Real Estate Settlement Procedures Act (RESPA), its amendments, or any regulations or orders promulgated pursuant thereto. However, the Insurer will defend such allegations against an **Insured** if the **Claim** is otherwise covered under the policy until final adjudication;
- J. based on, arising out of or resulting from the performance of any professional service as an attorney (other than specific legal services performed by an **Insured** that would also fall within the definition of **Professional Services** herein), accountant, tax advisor, appraiser, real estate broker or agent, home inspector, lender or mortgage broker;
- K. based on, arising out of or resulting from any duty to record, file, preserve, or perfect any legal, equitable, beneficial or other interest in any personal property of any kind;
- L. based on, arising out of or resulting from any actual or alleged willful or intentional failure to comply with escrow instructions or underwriting or binding authority. However, the Insurer shall defend such allegations against the **Insured** if the **Claim** is otherwise covered under the policy until final adjudication;
- M. based on, arising out of or resulting from the performance of **Professional Services** by an **Insured** who is not properly licensed to perform such **Professional Services**;
- N. based on, arising out of or resulting from the notarization of a signature without the physical appearance of the signatory before the **Insured**;
- O. based on, arising out of or resulting from the intentional or willful commingling of any funds held by any **Insured**;
- P. based on, arising out of or resulting from the insolvency or bankruptcy of any **Insured**;
- Q. based on, arising out of or resulting from any employment-related **Wrongful Act**; and
- R. based upon, arising out of or resulting from any failure to comply with any obligation under any workers compensation, disability benefits, social security or unemployment insurance law.

SECTION IV — LIMIT OF LIABILITY

- A. The Insurer's maximum liability for all **Damages** and **Claims Expenses** resulting from each **Claim** covered under this Policy shall not exceed the amount stated in the Declarations as LIMIT OF LIABILITY — EACH CLAIM. The Insurer's maximum aggregate liability for all **Damages** and **Claims Expenses** resulting from all **Claims** covered by this Policy shall be the aggregate Limit of Liability stated in the Declarations as LIMIT OF LIABILITY — AGGREGATE.

SPECIMEN

- B. All **Claims** alleging, based upon, arising out of or attributable to the same **Wrongful Act** and **Related Wrongful Acts** shall be deemed to be a single **Claim** regardless of whether made against one or more **Insured** and such **Claim** shall be deemed first made on the date the earliest of such **Claims** is first made even if such date is before the **Policy Period**. Two or more **Claims** arising out of the same, related or continuous **Professional Services** shall be considered a single **Claim**.
- C. The number of **Insureds** covered by the Policy shall not operate to increase the Limit of Liability.

SECTION V — DEDUCTIBLE

The Insurer shall only be liable for those amounts payable as **Damages** and/or **Claims Expenses** that are in excess of the applicable deductible stated in the Declarations. The **Deductible** shall apply separately to each **Claim** and shall be paid by an **Insured** before the Insurer is obligated to make any payments under this Policy. The **Insured** shall promptly make direct payments to the appropriate parties as designated by the Insurer. The Insurer shall have no obligation to make payments within the deductible and then seek reimbursement from an **Insured**.

SECTION VI — TERRITORY

This Policy only applies to **Claims** that are brought in the United States, its territories or possessions, Puerto Rico.

SECTION VII — CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of an **Insured** or of an **Insured's** estate will not relieve the Insurer of its obligations under this Policy.

B. Notice of **Claims**, or Potential **Claims**

1. Notice of a **Claim**

As a condition precedent to the Insurer's obligations under this Policy, an **Insured** shall give written notice to the Insurer to the address listed in Item 6 of the Declarations as soon as practicable, but in no event later than 60 days after the end of the **Policy Period** of any **Claim** made against any **Insured**. The **Insured** shall immediately forward to the Insurer every demand, notice, summons or other process or pleading received by the **Insured** or its representative. An **Insured** will not, except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense. There is no coverage under this Policy for any such payment, obligation or expense.

2. Notice of a potential **Claim**

If during the **Policy Period** an **Insured** shall become aware of any **Wrongful Act** that may reasonably be expected to be the basis of a **Claim** against the **Insured** and if the **Insured** shall during the **Policy Period** give written notice to the Insurer to the address listed in Item 6 of the Declarations of such **Wrongful Act** and the reason for anticipating a **Claim**, including the:

- a. specific **Wrongful Act**;
- b. **Damages** which have or may result from such **Wrongful Act**; and
- c. circumstances by which the **Insured** first became aware of such **Wrongful Act**;

then any such **Claim** that may subsequently be made against the **Insured** arising out of such **Wrongful Act** shall be deemed for the purposes of this Policy to have been made during the **Policy Period**.

C. Assistance and Cooperation

Any **Insured** shall cooperate with the Insurer and provide the Insurer with all information and assistance which the Insurer reasonably requests, including without limitation, attendance at hearings, depositions and trials and assisting in effecting settlements, securing and giving evidence and conducting the defense of any **Claim** covered by this Policy. An **Insured** shall do nothing that may prejudice the Insurer's position.

D. Legal Action Against Us

No person or organization has a right under this Policy to join the Insurer as a party or otherwise bring the Insurer into a suit asking for **Damages** from an **Insured**.

No action shall be brought against the Insurer, unless, as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Policy, and the amount of its obligation to pay shall have been fully determined either by judgment against the **Insured** after actual trial and appeal or by written agreement between the **Insured**, the claimant and the Insurer.

SPECIMEN

E. Other Insurance

This Policy shall be excess over any other valid and collectible insurance, self-insurance or indemnification available to any **Insured**, whether such other insurance or indemnification is stated to be primary, contributory, excess, contingent, self-insurance or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability of this Policy.

F. Representations

By accepting this Policy, the **Named Insured** agrees that:

1. the statements in the applications are accurate and complete;
2. those statements are material representations the **Named Insured** made to the Insurer; and
3. the Insurer have issued this Policy in reliance upon the **Named Insured's** representations.

G. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of an **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and whatever else is necessary to secure such rights. An **Insured** must do nothing after a **Claim** is made to impair such rights.

H. **Named Insured** as Sole Representative

The **Named Insured** shall act on behalf of all **Insureds** with respect to completing the application for this insurance, including representing the truth and completeness of all information as required including providing notice of **Claim**, giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase the Extended Reporting Period.

I. Cancellation and Non-Renewal

1. The **Named Insured** may cancel this Policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. The Insurer may cancel this Policy by mailing or delivering to the **Named Insured** written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if the Insurer cancels for any other reason.
3. The Insurer will mail or deliver notice to the **Named Insured's** last mailing address known to the Insurer.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
5. If this Policy is cancelled, the Insurer will send the **Named Insured** any premium refund due. If the Insurer cancels, the refund will be pro rata. If the **Named Insured** cancels, the refund is set forth in the Premium Cancellation Endorsement. The cancellation will be effective even if the Insurer has not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

If the Insurer elects not to renew this Policy for an additional **Policy Period**, the Insurer shall mail written notice to the **Named Insured** at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least 30 days prior to the end of the **Policy Period**.

J. Acquisitions, Mergers and Material Changes

In the event that after the inception date of this Policy the **Named Insured**:

1. acquires all or substantially all of the assets of another entity;
2. merges with another entity such that the **Named Insured** is the surviving entity;
3. creates or acquire a subsidiary; or
4. otherwise changes the **Named Insured's** business as described in the application in a manner material to the risk underwritten by the Insurer,

then no coverage shall be afforded under this Policy for the assets acquired by the **Named Insured**; the **Wrongful Acts** of the entity merged with, acquired by or created by the **Named Insured**; or the **Named Insured's** changed business activities unless and until:

- a. the **Named Insured** provides written notice of any of the above events to the Insurer not more than thirty (30) days after the effective date thereof; and,

SPECIMEN

- b. the **Named Insured** provides the Insurer with such pertinent information that the Insurer may deem necessary; and,
- c. the **Named Insured** accepts any special terms, conditions, exclusions and pay any additional premium charge required; and,
- d. the Insurer, at its sole discretion, specifically agrees in writing to provide such coverage.

Should the Insurer agree to provide coverage for the newly purchased or created entity or subsidiary, or for the **Named Insured's** changed business activities, such coverage will be only for **Wrongful Acts** first committed following the date the Insurer agrees to provide such coverage.

K. Assignment

Assignment of any interest by an **Insured** under this Policy shall not bind the Insurer without its written consent.

SECTION VIII — EXTENDED REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy, by either the **Named Insured** or the Insurer, for reasons other than non-payment of premium or material misrepresentation in the Application, the **Named Insured** shall have the right to an Extended Reporting Period as follows:

A. Automatic Extended Reporting Period

Coverage as provided under this Policy shall automatically continue for a period of sixty (60) days following the effective date of such cancellation or non-renewal, but only with respect to **Claims** for **Wrongful Acts** committed before the effective date of such cancellation or non-renewal.

B. Optional Extended Reporting Period

You shall have the right, upon payment of the additional premium set forth in the Declarations, to an extension of the coverage provided under this Policy for the term set forth in the Declarations following the effective date of such cancellation or non-renewal, but only with respect to **Claims** for **Wrongful Acts** committed before the effective date of such cancellation or non-renewal.

This right shall terminate, however, unless written notice of such election and payment of the additional premium is received by the Insurer not later than thirty (30) days after the effective date of such cancellation or non-renewal. A change in Policy terms and conditions and/or premium shall not be considered non-renewal for purposes of triggering either Extended Reporting Period.

The entire premium for the Extended Reporting Period shall be deemed fully earned and non-refundable.

The fact that the period during which **Claims** may be reported to the Insurer under this Policy is extended by virtue of the Automatic and Optional Extended Reporting Periods does not in any way increase the Limit of Liability of this Policy.

SPECIMEN

POLICY NUMBER: «Policy_»

Endorsement Effective Date: «Effective_Date»

QBSTA-2000 (08-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

TITLE AGENTS, ABSTRACTORS, AND ESCROW AGENTS PROFESSIONAL LIABILITY POLICY

It is agreed that:

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the **Insured** the Earned Premium shall be computed as follows:

SHORT RATE CANCELLATION TABLE

A. For insurances written for one year:

| Days Insurance in Force | Percent of One Year Premium | Days Insurance in Force | Percent of One Year Premium |
|----------------------------|--------------------------------|----------------------------|--------------------------------|
| 1 - 73 | 30 | 206 - 209 | 66 |
| 74 - 76 | 31 | 210 - 214 (7 months) | 67 |
| 77 - 80 | 32 | 215 - 218 | 68 |
| 81 - 83 | 33 | 219 - 223 | 69 |
| 84 - 87 | 34 | 224 - 228 | 70 |
| 88 - 91 (3 months) | 35 | 229 - 232 | 71 |
| 92 - 94 | 36 | 233 - 237 | 72 |
| 95 - 98 | 37 | 238 - 241 | 73 |
| 99 - 102 | 38 | 242 - 246 (8 months) | 74 |
| 103 - 105 | 39 | 247 - 250 | 75 |
| 106 - 109 | 40 | 251 - 255 | 76 |
| 110 - 113 | 41 | 256 - 260 | 77 |
| 114 - 116 | 42 | 261 - 264 | 78 |
| 117 - 120 | 43 | 265 - 269 | 79 |
| 121 - 124 (4 months) | 44 | 270 - 273 (9 months) | 80 |
| 125 - 127 | 45 | 274 - 278 | 81 |
| 128 - 131 | 46 | 279 - 282 | 82 |
| 132 - 135 | 47 | 283 - 287 | 83 |
| 136 - 138 | 48 | 288 - 291 | 84 |
| 139 - 142 | 49 | 292 - 296 | 85 |
| 143 - 146 | 50 | 297 - 301 | 86 |
| 147 - 149 | 51 | 302 - 305 (10 months) | 87 |
| 150 - 153 (5 months) | 52 | 306 - 310 | 88 |
| 154 - 156 | 53 | 311 - 314 | 89 |
| 157 - 160 | 54 | 315 - 319 | 90 |
| 161 - 164 | 55 | 320 - 323 | 91 |
| 165 - 167 | 56 | 324 - 328 | 92 |

SPECIMEN

| | | | |
|----------------------|----|-----------------------|-----|
| 168 - 171 | 57 | 329 - 332 | 93 |
| 172 - 175 | 58 | 333 - 337 (11 months) | 94 |
| 176 - 178 | 59 | 338 - 342 | 95 |
| 179 - 182 (6 months) | 60 | 343 - 346 | 96 |
| 183 - 187 | 61 | 347 - 351 | 97 |
| 188 - 191 | 62 | 352 - 355 | 98 |
| 192 - 196 | 63 | 356 - 360 | 99 |
| 197 - 200 | 64 | 361 - 365 (12 months) | 100 |
| 201 - 205 | 65 | | |

B. For Insurances written for more or less than one year:

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - a. Determine full annual premium as for an insurance written for a term of one year.
 - b. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - c. Add premium produced in accordance with items a. and b. to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, the Insurer shall retain the total premium for this Policy, such total premium to be deemed earned upon inception of the Policy if any **Claim** or **Circumstance** is reported to the Insurer under this Policy on or before such date of cancellation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

QBSTA-2000 (08-16)

SPECIMEN

POLICY NUMBER: «Policy_»

Endorsement Effective Date: «Effective_Date»

QBSTA-2001 (08-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCIPLINARY PROCEEDING COVERAGE

This endorsement modifies insurance provided under the following:

TITLE AGENTS, ABSTRACTORS, AND ESCROW AGENTS PROFESSIONAL LIABILITY POLICY

It is agreed that the Insurer will reimburse any **Insured** for reasonable attorneys' fees, costs and expenses, subject to the Limits of Liability stated below, incurred in responding to a **Disciplinary Proceeding** provided:

1. The **Disciplinary Proceeding** arises out of a **Wrongful Act** committed on or subsequent to the **Retroactive Date** and before the end of the **Policy Period** and is reported to the Underwriters during the **Policy Period**; and
2. The **Disciplinary Proceeding** commences against any **Insured** on or after the effective date and prior to the expiration of the **Policy Period** or any Extended Reporting Period.

The maximum amount the Insurer will pay, regardless of the number of **Disciplinary Proceedings** or the number of **Insureds** shall be \$10,000 per **Policy Period**. The deductible shall not apply to this coverage extension. Any payments made by the Insurer under this extension will be included in the Limit of Liability and not in addition thereto.

All other terms and conditions of this policy remain unchanged.

QBSTA-2001 (08-16)

SPECIMEN

POLICY NUMBER: «Policy_»

Endorsement Effective Date: «Effective_Date»

QBSTA-2002 (08-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR AND PENDING LITIGATION EXCLUSION

This endorsement modifies insurance provided under the following:

TITLE AGENTS, ABSTRACTORS, AND ESCROW AGENTS PROFESSIONAL LIABILITY POLICY

It is agreed that this policy does not apply to any **Claim Expenses** or **Damages** by reason of any litigation, known to any **Insured**, pending on or prior to the date shown in the Schedule below.

| Schedule |
|----------|
| Date: |

All other terms and conditions of this policy remain unchanged.

QBSTA-2002 (08-16)

SPECIMEN

POLICY NUMBER: «Policy_»

Endorsement Effective Date: «Effective_Date»

QBSTA-2003 (08-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION LOAN DISBURSEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

TITLE AGENTS, ABSTRACTORS, AND ESCROW AGENTS PROFESSIONAL LIABILITY POLICY

It is agreed that this Policy shall not apply to and no coverage will be afforded for any **Claim**, including any **Damages** or **Claim Expenses**, based on, arising out of or resulting from:

1. the **Insured's** disbursement of funds in connection with any building construction loan without prior receipt of any required architect's certification, or without prior receipt of appropriate waivers or release of lien from any subcontractors involved;
2. the faulty workmanship, including the use of defective materials, or breach of contract on the part of any contractors or subcontractors; or
3. the decrease in value of the property collateralizing the mortgage, loan, line of credit or mortgage backed security or similar instrument.

All other terms and conditions of this policy remain unchanged.

QBSTA-2003 (08-16)



STATE-TA-200006 (10-17)

POLICY NUMBER: «Policy_»
Endorsement Effective Date: «Effective_Date»

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSUMER FINANCIAL PROTECTION BUREAU MATTER EXCLUSION WITH CLAIMS EXPENSES CARVEOUT AND SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

TITLE AGENTS, ABSTRACTORS AND ESCROW AGENTS PROFESSIONAL LIABILITY INSURANCE POLICY

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

1. **SECTION II – DEFINITIONS**, subsection B. **Claim**, is amended as follows:
 - **Claim** also means **CFPB Matter**.

2. **SECTION II – DEFINITIONS**, is amended to add the following:
 - **CFPB** means the Consumer Financial Protection Bureau pursuant to Section X of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. No. 111-203, 124 Stat. 1376 (2010) (codified at 12 U.S.C. § 5301) (hereinafter, 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**;
 - d. any civil action commenced pursuant to Section 1054 of the Act by the **CFPB** against an **Insured**, including any appeal therefrom; or
 - e. a **TRID Matter**.
 - **TRID Document** means any TILA RESPA Information Disclosure document as approved by the **CFPB**.
 - **TRID Matter** means any **CFPB Matter** concerning a **TRID Document**, including but not limited to any **Insured’s**:
 - a. preparation of a **TRID Document** in whole or in part;
 - b. changes to a **TRID Document** when authorized in writing by the creditor’s representative;
 - c. role in execution (signing) of a **TRID Document** by the consumer;
 - d. delivery of a **TRID Document** to the consumer;
 - e. delivery of a **TRID Document** to the property seller in a purchase transaction; or
 - f. scrivener’s error.

3. **SECTION III – EXCLUSIONS**, subsection I, is deleted in its entirety.
4. **SECTION III – EXCLUSIONS** is amended to add the following:
 - This Policy does not apply to a **CFPB Matter**. Provided, however, subject to the **CFPB Matter Claims Expenses Sublimit of Liability** set forth below, this exclusion shall not apply to **Claims Expenses** in excess of the Deductible set forth in Item 5 of the Declarations which are incurred in direct response to a **CFPB Matter**. The maximum aggregate limit of liability that the Insurer shall pay for all **Claims Expenses** incurred in direct response to all **CFPB Matters** first made and reported during the **Policy Period** shall be \$150,000 ("**CFPB Matter Claims Expenses Sublimit of Liability**"). The **CFPB Matter Claims Expenses Limit of Liability** shall be part of, and not in addition to, the Annual Aggregate Limit of Liability set forth in Item 3.B. of the Declarations.

All other terms and conditions of the Policy remain unchanged.

STATE-TA-200006 (10-17)