

# Title Agents, Abstractors & Escrow Agents

## Errors & Omissions Liability Insurance Policy

### DECLARATIONS

## Certain Underwriters at Lloyd's, London

Agreement No: B1180D180678

Certificate Number: AMA-0186705

Renewal of Certificate Number: AMA-0186704

This is a Claims-Made and Reported Policy. Subject to its terms and conditions, this Policy only covers **Claims** first made against the **Insured** during the **Policy Period** or **Extended Reporting Period**, if applicable, and reported to the Insurer in writing during the **Policy Period**, but in no event later than thirty (30) days after expiration or termination of this Policy, or during the **Extended Reporting Period**, if applicable. **Claims Expenses** are included within, and will reduce, the Limits of Liability. Please read the entire Policy carefully, and consult with your broker/agent or other professional to the extent you do not understand any terms or conditions of this Policy.

Item 1. **NAMED INSURED - NAME AND ADDRESS:**

First Montana Title Company of Hamilton Inc  
250 W MAIN STREET  
HAMILTON, MT 59840

**Description of Business:** Abstractor / Searcher, Closing / Escrow Agent, Signing Agent /  
Witness Closer, Title Agent

Item 2. **POLICY PERIOD:**

(A) Inception Date: 2/06/2020  
(B) Expiration Date: 2/06/2021  
at 12:01 a.m. both dates at the Address set forth in Item 1.

Item 3. **LIMITS OF LIABILITY (INCLUSIVE OF CLAIMS EXPENSES):**

Limits of Liability are:

(A) Each **Claim:** \$1,000,000  
(B) Maximum Policy Aggregate: \$2,000,000

*Subject to Extensions of Coverage and Sublimits summarized on Page 3 of Declarations.*

Item 4. **DEDUCTIBLE (SUBJECT TO CLAIMS EXPENSES):**

(A) Each **Claim:** \$ 5,000

Item 5. **RETROACTIVE DATE:**

**Retroactive Date:** 2/06/2001

Item 6. **RATES/PREMIUM:**

Premium: \$ 7,820.00  
Surplus Lines Tax: \$ 215.05  
Policy Fee: \$ 100.00

**Total Premium:** \$ 8,135.05

Item 7. **INSURANCE IS EFFECTIVE WITH CERTAIN UNDERWRITERS AT LLOYD'S, LONDON:**

| <u>Syndicate</u> | <u>Percentage</u> | <u>Syndicate</u> | <u>Percentage</u> |
|------------------|-------------------|------------------|-------------------|
| 2001             | 30.000%           | 2623             | 11.255%           |
| 609              | 21.505%           | 1729             | 7.320%            |
| 1225             | 13.725%           | 623              | 2.470%            |
| 727              | 13.725%           |                  |                   |

Item 8. **ADDITIONAL PREMIUM FOR OPTIONAL EXTENDED REPORTING PERIOD:**

**OPTIONAL EXTENDED REPORTING PERIOD ("ERP")**

One (1) Year Option **ERP:** 150% of **Named Insured's** last Annual Premium

Item 9. **FORMS & ENDORSEMENTS:**

Forms and Endorsements made a part of this Policy at time of issue:  
NMA2868, AMA DEC 12/17, AMA END1 12/17, AMS POL 12/17, LSW1135B, NMA1998,  
NMA2918, NMA1331, NMA1256, LSW1001, NMA1477, LMA3100

Item 10. **SERVICE OF SUIT:**

Messrs, Mendes & Mount  
750 Seventh Ave  
New York, New York 10019-6829

Item 11. **NOTICE OF CLAIM:**

In the event of a **Claim**, notice should be sent to:

Lancer Claims Services  
681 South Parker, Suite 300  
Orange, CA, 92868  
Attention: Financial Services Professional Liability Department

This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act.

This Declarations page, together with the **Application** for this Policy, the attached Policy form and all Endorsements thereto, shall constitute the contract between the Insurer and the **Insured**. The Policy is valid only if signed below by a duly authorized representative of the Insurer.

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

2/11/2020

Date



Authorized Representative

**Policy Extension of Coverage and Sub-Limits**

|   | <b>Policy Language</b>         | <b>Sub-Limit / Extension</b>  | <b>Does Policy Deductible Apply?</b> | <b>Reduces Policy Limits?</b> |
|---|--------------------------------|---|--------------------------------------|-------------------------------|
| <b>Deductible Waiver</b>                              | II. Extensions of Coverage. A. | Deductibles of less than \$10,000 will be waived if Claim Expenses are incurred but no loss is paid, no suit filed or arbitration hearings begun. |                                      |                               |
| <b>CFPB Expense Reimbursement</b>                     | II. Extensions of Coverage. B. | \$100,000 aggregate   | Yes                                  | Yes                           |
| <b>Negligent Failure to Prevent Dishonest Conduct</b> | II. Extensions of Coverage. C. | \$25,000 aggregate  | Yes                                  | Yes                           |
| <b>Disciplinary Proceedings</b>                       | II. Extensions of Coverage. D. | \$3,500 proceeding / \$10,000 aggregate   | No                                   | No                            |
| <b>Subpoena Compliance</b>                            | II. Extensions of Coverage. E. | \$10,000 subpoena / \$10,000 aggregate  | No                                   | No                            |
| <b>Reimbursement of Expenses</b>                      | II. Extensions of Coverage. F. | \$500/day;<br>\$10,000 claim /<br>\$10,000 aggregate  | No                                   | No                            |