

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498 (800) 833-1211 (800) 876-6827

> **NOTICE: THIS POLICY INCLUDES DEFENSE** COSTS WITHIN THE LIMIT OF LIABILITY. PLEASE READ YOUR POLICY CAREFULLY.

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Polic	cy No	NC5393629
Pren	nium:	\$37.00
COVERAGE: MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will KEISHA WEBB	pay on be	ehalf of
("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insur	- ,	ecome obligated to
pay by reason of liability for breach of duty while acting as a duly commissioned and		
which is made against the Insured by reason of any negligent act, error or omission,		
been committed by the Insured, arising out of the performance of notarial service for o as a duly commissioned and sworn Notary Public. The Company will also pay on beha		

Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced within the applicable statute of limitations pertaining to the Insured. The Policy Period commences on the Effective Date hereof and terminates upon the Expiration Date hereof.

Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn

LIMIT OF LIABILITY: The liability of the Company shall not exceed in the aggregate for all claims, costs and (\$25,000.00 expenses under this policy the amount of Twenty Five Thousand Dollars) Dollars.

(NOT VALID IF FILLED IN FOR MORE THAN \$100,000)

THIS LIMIT OF LIABILITY INCLUDES COSTS AND EXPENSES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING LIABILITY. ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.

SETTLEMENT: The Company, in the Insured's name and behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient.

CONDITIONS PRECEDENT: As a condition precedent to the right of indemnification or defense hereunder, the Insured shall mail or deliver to the Company within ten (10) days after notice or knowledge of a claim or possible claim against the Insured copies of any written notice thereof and a complete description of the facts and circumstances alleged to give rise to such claim. Bankruptcy or insolvency of the Insured shall not release the Company or its liability hereunder.

EXCLUSIONS: Coverage under this policy as described in the COVERAGE section of the policy above does not apply to any acts of or allegations of (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties.

CO-INSURANCE: If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the limit of liability stated in this policy bears to the limit of liability of all other insurance against such loss.

SUBROGATION: In the event of any payment for any loss under this insurance, the Company shall be subrogated to all of the Insured's rights of recovery thereafter against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights to the Company. The Insured shall do nothing after loss to prejudice such rights.

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason by giving 15 days advance written notice. If this policy has been in effect for 60 days or more, we may cancel only for one or more of the following reasons: (a) nonpayment of premium in accordance with the policy terms; (b) an act or omission by the insured or his representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy; (c) increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk; (d) substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk; (e) a fraudulent act against the Company by the Insured or his representative that materially affects the insurability of the risk; (f) willful failure by the Insured or his representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by the Company; (g) loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30; (h) conviction of the Insured of a crime arising out of acts that materially affect the insurability of the risk; or (i) a determination by the Commissioner that the continuation of the policy would place the Company in violation of the laws of this state. If this policy is cancelled for any of the above reasons we will provide at least 15 days advance written notice to the Insured. The precise reason for cancellation shall be stated on the notice. Cancellation for nonpayment is not effective if the amount due is paid before the effective date set forth in the notice of cancellation. Copies of the notice required by this section shall also be sent to the agent or broker of record; however, failure to send copies of the notice to such persons shall not invalidate the cancellation.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If the Insured cancels, the premium shall be fully earned. If the Company cancels, return premium shall be computed pro rata.

EFFECTIVE DATE:	November 19, 2020	EXPIRATION DATE:	November 19, 2021

MERCHANTS BONDING COMPANY (Mutual)

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Larry Taylor, President

NORTH CAROLINA ENDORSEMENT

The following has been added, and supersedes any provision to the contrary:

The following actions shall be commenced within 3 years:

1. any suit on the contract by the policyholder.