



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

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. AZ5637196
Premium: \$104.00

COVERAGE: MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will pay on behalf of RITA E MCVAY of TEMPE, AZ ("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of 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 Notary Public. The Company will also pay on behalf of the Insured, subject to the 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 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: The liability of the Company shall not exceed in the aggregate for all claims, costs and expenses under this policy the amount of One Hundred Thousand Dollars (\$100,000.00) 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 nonpayment of premium by giving 10 days advance written notice, or we may cancel for any other reason by giving 45 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; (b) if the Insured is convicted of a crime that increases the hazard insured against; (c) fraud or material misrepresentation on the application, in continuing the policy, or in pursuit of a claim; (d) substantial change in the risk assumed; (e) substantial breach of contractual duties or conditions; (f) if the Company loses its reinsurance for the risk; (g) if the Director of Insurance determines that to continue on the policy would be a violation of the state's insurance laws or would jeopardize the Company's solvency; (h) acts or omissions by the Insured that materially increase the hazard insured against. If this policy is cancelled for reason (a) above, we will provide written notice to the Insured at least 10 days before the effective date of cancellation. If this policy is cancelled for reasons (b) through (h) above, we will provide written notice to the Insured at least 45 days before the effective date of cancellation. The reason for cancellation shall be stated on the notice.

Notice of cancellation shall be sent by certified mail to the named Insured at the address shown on the policy or to the last known address of the Insured. A copy of the notice shall be provided to the Insured's agent. 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.

NONRENEWAL: The Company may nonrenew this policy by giving the Insured written notice of nonrenewal at least 45 days prior to the policy expiration date. If the notice of the nonrenewal is mailed less than 45 days prior to the policy expiration date, coverage shall remain in effect until 45 days after the notice is mailed.

Notice of nonrenewal shall be sent by certified mail to the named Insured at the address shown on the policy or to the last known address of the Insured. A copy of the notice shall be provided to the Insured's agent.

CONFORMITY WITH STATUTES: Term of this policy which are in conflict with the statutes of the jurisdiction in which the policy is issued are hereby amended to conform to such statutes and any terms required by such statutes but omitted therefrom are hereby incorporated herein.

EFFECTIVE DATE: August 20, 2021 EXPIRATION DATE: August 20, 2022
(12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED.)

MERCHANTS BONDING COMPANY (Mutual)

Countersigned by: 
WILLIAM A ANDERSON

By 
Larry Taylor, President

