

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

TITLE AGENT/ABSTRACTORS ENDORSEMENT

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

1. Clause II. DEFINITIONS, paragraph J is deleted in its entirety and replaced with the following:

J. **Pollutants** means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

2. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED, paragraph T. is deleted in its entirety and replaced with the following:

T. arising out of **your** advising, requiring, obtaining or failing to advise, require or obtain any bond, suretyship or other form of insurance; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as a title agent or title abstractor.

3. In Clause III. EXCLUSIONS – CLAIMS NOT COVERED is amended by adding the following paragraph at the end of such Clause:

We shall not cover claims:

TB-A. arising out of any defect in title (1) not disclosed of public record, or (2) of which **you** had actual or constructive knowledge at the date of issuance of insurance of such title;

TB-B. alleging, arising out of, based upon or in connection with breach of underwriting authority by the **insured** in his or her capacity as a title insurance agent;

TB-C. alleging, arising out of, based upon or in connection with **your** performance of or failure to perform professional services as a lawyer; provided, however, this exclusion shall not apply to **claims** arising out of **wrongful acts** in the performance of legal services by **you** that are necessary to complete the performance of **your professional services** as a title abstractor, but only if

you are a licensed attorney in good standing at the time and place that **you** perform such legal services;

TB-D. alleging, arising out of, based upon, attributable to or in connection with any **insured** notarizing, certifying or acknowledging any signature not signed before such **insured** at the time of such notarization, certification or acknowledgment;

TB-E. arising out of the handling or disbursement of funds, including, but not limited to, escrow activities, closing activities or insurance placement; or

TB-F. arising out of or connected with the performance or failure to perform services for any company of which **you** are a director, officer, partner or principal stockholder.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved

SPECIMEN

AUTHORIZED REPRESENTATIVE