

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

### TITLE AGENT/ABSTRACTOR/ESCROW AGENT 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:**

TA-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;

TA-B. alleging, arising out of, based upon or in connection with the breach of underwriting authority by **you** in **your** capacity as a title insurance agent;

TA-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 any **claim** for **your wrongful act** in the rendering of legal services by **you** for others 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;

- TA-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;
- TA-E. arising out of the handling or disbursement of funds, including, but not limited to, closing activities or insurance placement; provided, however, this exclusion shall not apply to any **claim** arising out of **your** performance of **professional services** as an escrow agent;
- TA-F. arising out of or alleging **your** payment in connection with building constructions without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;
- TA-G. arising out of or alleging having made a payment without prior receipt of appropriate waivers or release of lien from the subcontractors involved, where work or materials have been supplied by subcontractors;
- TA-H. arising out of or alleging faulty workmanship or defective materials or breaches of contract on the part of contractors or subcontractors;
- TA-I. arising out of or alleging making a payment without prior receipt of appropriate waivers or releases of lien from the general contractor;
- TA-J. arising out of any willful or intentional failure on the part of any **insured** to comply with escrow instructions;
- TA-K. 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; or
- TA-L. arising out of any actual or alleged commingling of funds or monies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**