



Home First Title Group  
1655 Crofton Blvd., Suite 201  
Crofton MD 21114  
Phone: 410-451-8844  
Fax: 443-458-0609  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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Date: October 26, 2022  
Subject: ALTA Best Practices

To whom it may concern:

We are providing this letter in response to your request as evidence of our company's status of compliance with the ALTA Best Practices Framework Version 2.5. Our company completed an assessment of the ALTA Best Practices on October 1, 2022. This assessment was conducted following the ALTA Assessment Procedures Version 2.5 using the following method:

**Internal assessment** conducted by the company  
Completed Assessment Readiness Guides and Compliance  
Management Report Version 2.5.

Based on the results of this assessment, our company attests that it is fully compliant ("Optimized") with the ALTA Best Practices. Any exceptions are noted below:

No Exceptions

We represent that, during the 24-month period commencing on the date of this letter, we will remain in material compliance with each of the Best Practices.

Kindest regards,

A handwritten signature in blue ink, appearing to read 'Michelle Raines Black', is written over a horizontal line.

Michelle Raines Black  
Owner



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Crofton, Maryland 21114  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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**BEFORE GOING TO YOUR BANK TO TRANSFER  
FUNDS, CALL HOME FIRST TITLE GROUP TO VERIFY  
ACCOUNT NUMBER AND ROUTING NUMBER  
800-490-0570**

**MARYLAND PROPERTIES**

SANDY SPRING BANK  
17801 GEORGIA AVENUE, OLNEY, MD 20832  
ABA/ROUTING NO. 055001096  
ACCOUNT NUMBER 1784276501  
HOME FIRST TITLE GROUP, LLC MAHT II ACCOUNT

**DC PROPERTIES**

SANDY SPRING BANK  
17801 GEORGIA AVENUE, OLNEY, MD 20832  
ABA/ROUTING NO. 055001096  
ACCOUNT NUMBER 1784277301  
HOME FIRST TITLE GROUP, LLC DC II ACCOUNT

**VA PROPERTIES**

SANDY SPRING BANK  
17801 GEORGIA AVENUE, OLNEY, MD 20832  
ABA/ROUTING NO. 055001096  
ACCOUNT NUMBER 1784280201  
HOME FIRST TITLE GROUP, LLC VIRGINIA II ACCOUNT

**UNDER NO CIRCUMSTANCES ARE WE ABLE TO  
ACCEPT ELECTRONIC FUND TRANSFERS (ACH).  
FUNDS NEED TO BE SENT VIA WIRE ONLY.**



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# **ALTA BEST PRACTICE #1**

## **LICENSING**



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## **POLICIES AND PROCEDURES LICENSING**

**Purpose:** To document mandated insurance licenses and corporate registrations (as applicable) so that Home First Title Group, LLC is able to remain in good standing with each state(s) in which they conduct business.

**Scope:** These policies and procedures are for all of Home First Title Group, LLC (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.

**Procedures:**

### Licensing

The Company maintains active agency (business entity) licenses as well as agent (employee, owner, producer, notary) licenses. When necessary, the Company also maintains active non-resident state licenses.

The following people are licensed in accordance with state specific regulations:

- Persons who give rate quotes
- Persons who discuss coverage and exceptions
- Persons who make underwriting decisions
- Persons who sign commitments
- Persons who sign policies

A tracking report (attached) is maintained by Management as a monitoring control and periodically reviewed by Management to help ensure the appropriate business professionals are licensed and renewed when necessary.

Licensed individuals, along with their active licenses, have been communicated to each underwriter. The underwriter is notified when a license becomes inactive.

Licensed individuals maintain the necessary continuing education requirements including any necessary ethics requirements. Documentation is maintained to evidence the requirements have been met.

The Company maintains and has on file the appropriate American Land Title Association Policy Forms License.

Contact Officer	Michelle R. Black, Owner
Date Approved	March 1, 2014
Date of Commencement	March 1, 2014
Amendment Dates	
Date for Next Review	October, 2025

#### Related References and Links

- The License Monitoring Tracking Report is kept on the Home First Title network drive in a folder entitled “Licensing”
- Continuing Education for each licensee are kept by Prometric.
- Active Licenses (agency and agent) are kept in the ALTA Best Practices Manual and copies are also kept in the owner’s file drawer in folders entitled “Employee Licenses” and “Agent Licenses”

Licensing Monitoring  
Home First Title Group, LLC

Date updated: 10/26/2022

- Objectives:
1. To actively monitor all agency and agent licenses to ensure they are current.
  2. To actively pursue additional licenses where necessary or encourage additional employees to become licensed.
  3. To provide a consistent method of communicating new and expired licenses with underwriters.

Note: Copies of actual licenses retained include but are not limited to insurance producer, closer, abstractor and notary.  
Note: Copies of actual licenses are kept electronically in the Home First Title main network drive in a folder entitled "Licensing".

<u>Name/Entity</u>	<u>State</u>	<u>License Type</u>	<u>License Number</u>	<u>Expiration Date</u>
Home First Title	VA	Agency		Perpetual
Home First Title	DC	Agency	2893266	
Home First Title	MD	Agency	99940779	11/17/2024
Michelle Black	MD	Producer	167972	7/31/2024
Michelle Black	VA	Producer	570669	Perpetual
Michelle Black	DC	Producer	2893040	7/31/2023
Monique Tucker	DC	Producer	3047015	6/30/2023
Monique Tucker	MD	Producer	99949216	6/30/2024
Monique Tucker	VA	Producer	944625	Perpetual
Rhonda Richards	MD	Producer	2156122	1/31/2023
Stephanie Scott	MD	Producer	3001377353	9/30/2023
Kim Blair	MD	Producer	3000994677	9/30/2024
Josiah Thompson	MD	Producer	3002207104	10/31/2024
Michelle Raines	MD	Notary		
Monique Tucker	MD	Notary		
Rhonda Richards	MD	Notary		



**Summary of Insurance  
October 26, 2022**

Home First Title Group, LLC  
 Bayline Title & Escrow LLC  
 Arch Title Group LLC  
 1655 Crofton Boulevard, Suite 201  
 Crofton, MD 21114

Policy Number	Coverage	State	Term	Insurance Carrier	Limit
106406224	Fidelity	All	12/1/21-22	Travelers C&S of America Ins. Co.	\$250,000
5DA3PL0000188-01	E&O	All	12/1/21-22	Princeton E&S Lines Ins Co.	\$1,000,000
42BSBHK0509	Bond	DC Home First Title Group, LLC	5/12/22-23	Hartford Fire Ins. Co	\$200,000
42BSBHL2924	Bond	VA Home First Title Group, LLC	8/1/22-23	Hartford Fire Ins. Co	\$200,000
42BSBHH9967	Bond	MD Home First Title Group, LLC	12/1/21-22	Hartford Fire Ins. Co	\$150,000
999142706	Bond	MD Bayline Title & Escrow LLC	11/1/22-23	Ohio Casualty Ins. Co.	\$150,000
999159590	Bond	DC Bayline Title & Escrow LLC	2/15/22-23	Ohio Casualty Ins. Co.	\$200,000
999159593	Bond	VA Bayline Title & Escrow LLC	2/15/22-23	Ohio Casualty Ins. Co.	\$200,000
999210045	Bond	MD Arch Title Group LLC	9/28/22-23	Ohio Casualty Ins. Co.	\$150,000

~Summary is for information only~



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## **ALTA BEST PRACTICE #2**

# **ESCROW/TRUST ACCOUNTING**





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## Policies and Procedures Escrow/Trust Accounting

**Purpose:** Document escrow/trust internal controls are in place to meet requirements for the safeguarding of client funds and to minimize the exposure to loss of client funds.

**Scope :** These policies and procedures are for all of Home First Title Group, LLC (hereafter referred to as “The Company”) locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.

### **Procedures:**

Escrow funds and operating accounts are separately maintained.

The Company maintains four (4) escrow accounts for real estate and mortgage loan transactions. Escrow/trust funds The Company maintains under a fiduciary capacity are not commingled with The Company’s operating funds or an employee or manager’s personal account.

### **Escrow/Trust Accounts Trial Balance Reports-**

A trial balance report depicting the balance of a particular customer’s funds can be produced for each escrow/trust account at any time. This report depicts all individual customer file balances that do not have a zero balance. On a monthly basis, Escrow Account Reconciliations Service reconciles the trial balance report to the bank balance and reconciled book balance, creating a “three way” reconciliation.

Trial balance reports are produced for each escrow/trust account maintained by The Company.

### **Escrow/Trust Account Reconciliations-**

The Company utilizes Qualia and Positive Pay (automated escrow account reconciliation provider) to reconcile the escrow/trust accounts on a daily basis. Account receipts and disbursements activity are reconciled daily (two-way). Monthly, a three-way reconciliation between the bank records, book records, and trial balance is performed. This reconciliation is completed within Five (5) days after receipt of bank statement and

is performed by a third party accounting service who does not have check signing authority or the capability/authority to perform wire transfer transactions.

A listing is kept of all escrow/trust accounts. This listing includes all active and dormant accounts.

Each month escrow/trust account reconciliations are reviewed by Company management and evidence of the review is documented. The escrow/trust account reconciliations are available to the title insurance underwriter at any time requested.

Escrow/trust account reconciling items are clearly noted on the reconciliations. These reconciling items are followed up and addressed by management within Seven (7) days of completion of the reconciliation so as to not carry over on the reconciliations from month to month.

Escrow/Trust Accounts are properly labeled and maintained in insured institutions.

Escrow/trust bank accounts are appropriately designated as “escrow” or “trust” accounts. This designation is noted in the original banking agreements as well as on our check stock, deposit slips, and bank statements. Unless mandated by state regulation or directed by a customer with a signed agreement, escrow/trust accounts are maintained with insured financial institutions.

#### **Dormant file balances-**

Customer files that continue to hold funds after the settlement date are reviewed periodically to determine if any disbursements have been made. Only Michelle Raines Black, Monique Tucker, or Michelle Zittlebart are authorized to make disbursement from an inactive escrow. An inactive escrow is defined as any escrow which has had no activity for the past six months.

#### **Banking Transactions conducted by authorized employees-**

Via agreements with financial institutions, management only authorizes employees access for escrow/trust bank account transactions. Wire transfer initiation and approval levels are set by The Company and reviewed for changes in staff routinely. Former employees are immediately deleted as signatories and authorized wire transfer individuals. A list of authorized individuals is maintained in the Bank Account Information Report (see attached). Michelle Raines Black, Owner, is designated as the ‘wire transfer administrator’ to set-up and change online banking permissions.

Authorized check signers and wire individuals do not perform the escrow/trust account reconciliations.

Positive pay, ACH Blocks, and international wire blocks are used.

The “Positive Pay” feature offered by our financial institutions is used on escrow/trust accounts. Michelle Raines Black, Owner, reviews the positive pay exception report daily

each morning. All positive pay reports are maintained and any exceptions are documented and explained.

ACH blocks and international wire blocks are placed on all escrow/trust accounts to prevent unauthorized users from withdrawing funds from the escrow/trust account.

### **Background checks-**

Before an individual is hired, a background check is performed by HireRight. Every three (3) years a background check is performed on existing employees who have access to escrow/trust account funds.

### **Escrow/trust account training-**

The Company provides escrow/trust account training on an as needed basis but no less frequently than yearly to individuals handling customer funds and conducting escrow/trust account reconciliations. This training is conducted by Management or Qualia. All training and continuing education is tracked and maintained by Michelle Raines Black.

Contact Officer	Michelle Raines Black
Date Approved	April 15, 2014
Date of Commencement	May 1, 2014
Amendment Dates	October 26, 2022
Date for Next Review	October 26, 2024

### **Related References and Links**

- Escrow Account Procedures & Policies-See Best Practices Manual and Employee Manuals
- Banking Agreements are kept by Michelle Raines Black in a file marked "Banking". Wire authority reports are accessible by Michelle Raines Black online through Sandy Spring Bank.
- All Escrow Account information including checks and copies of bank statements and reconciliation reports are kept in a locked filing cabinet in Michelle Raines Black's office.



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## ESCROW POLICIES AND PROCEDURES

**PURPOSE:** To ensure the proper handling of all escrow funds.

**POLICY:** All employees of Home First Title Group are to follow the outlined procedures defined below for the handling of all escrow funds.

### **AUTHORIZED ESCROW OFFICER-**

For the purpose of this policy an Authorized Escrow Officer is one who has disbursement rights in Qualia Accounting. These rights are authorized only by Michelle Raines Black. The following is a list of Authorized Escrow Officers:

CROFTON:       Michelle Raines Black  
                  Monique Tucker  
                  Stephanie Scott

### **DEPOSITS-**

Any check received for a closing transaction should be attached to the closing file and given immediately to an Authorized Escrow Officer who will make the deposit electronically and record the deposit in Qualia accounting.

Funds for closing over \$3000 are required to be wired directly to the appropriate escrow account. These wires are verified via email confirmation from the bank, are printed and placed in the file and will be recorded in TSS accounting by one of the above named parties.

### **DISBURSEMENTS-**

When a file is ready to close it must be brought to an Authorized Escrow Officer for disbursement. The Authorized Escrow Officer will verify all required incoming funds and print the required checks. **All disbursements must match the Settlement Statement. In no event shall disbursement of checks be made without receipt of all required funds and Funding Authorization from lender (if required).**

## **POST SETTLEMENT DISBURSEMENTS-**

**Water Bills-**Disbursement of water escrows are handled by Kimberly Blair in Crofton. Amounts escrowed for water billings are disbursed immediately upon receipt of the final water bill. Accounts that hold balances for water over 120 days are reviewed to determine any outstanding issues on the water billing and addressed as necessary and properly noted in the file.

**Ground Rent-**Escrows for Ground Rent are held until the earlier of (a) Confirmation of Ground Rent from the Ground Rent holder or (b) Three (3) years from the date of closing. Disbursements of Ground Rent escrow must be completed by an Authorized Escrow Officer.

**Miscellaneous Escrows-**Escrows for items such as rent back, repairs, etc. are reviewed on a monthly basis for disbursement by Michelle Raines Black and/or Monique Tucker and documented in Qualia. Disbursement of miscellaneous escrows must be completed by an Approved Escrow Officer.

**In no event is an escrow to be held unless it is reflected on the Settlement Statement.**



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Best Practice #2  
 Escrow Trust Accounts  
 Segregation of Duties-Roles & Responsibilities

Role	Function	Responsible Party
Approver for Bank Wires	Approval of outgoing wires with security FOB	Michelle Raines Black Monique J. Tucker
Escrow/Title Agent	Uploads transactions to the settlement software accounting (Qualia)	Settlement Officers and Processors
Approver for Positive Pay	Accepts or denies payment on a check that is not in Positive Pay	Michelle Raines Black
Reconciler	Reconciles all posted transactions to the bank transactions and balances accounting transactions to open escrow balances which reconcile to the bank balances.	Michelle Zittlebart completes our monthly reconciliations
Management Approver for Reconciliation	Reviews accuracy and exception items, implements strategy and processes for clearing exceptions.	Michelle Raines Black
Access to Check Stock	Authorized users responsible to ensure that unused check stock is stored in locked cabinet and is monitored.	Michelle Raines Black Stephanie Scott Monique Tucker Kim Blair

Authorized Signer of Escrow Checks	Only Authorized Signers have access to checks. No stamp or electronic signature is used for checks.	See Bank Account Spreadsheet attached.
Electronic Daily Banking	Review Daily Banking Reconciliation Reports generated by Positive Pay and addresses exceptions as needed.	Michelle Raines Black

## Bank Account Information

Home First Title Group, LLC

Date Updated: 10/26/2022

Objective: To summarize banking information.

Bank Name	Type of Account (Escrow, Operating, Recording, Premium, etc.)	Account Number	Bank Contact	Name of each authorized check signer and title	Authorized Wire Users	Positive Pay utilized?	ACH debit- blocks activated?	International wires prohibited?
1 Sandy Spring Bank	Escrow-MD MAHT	xxx6501	Sherri VanVranken, 703-840-2436	Michelle Raines Black (President) Stephanie Scott Monique Tucker Rhonda Richards	Michelle Raines Black, President Stephanie Scott Monique Tucker	Yes	Yes	Yes
2 Sandy Spring Bank	Escrow-VA	xxx0201	Sherri VanVranken, 703-840-2436	Michelle Raines Black (President) Stephanie Scott Monique Tucker Rhonda M. Richards	Michelle Raines Black, President Stephanie Scott Monique Tucker	Yes	Yes	Yes
3 Sandy Spring Bank	Escrow-DC	xxx7301	Sherri VanVranken, 703-840-2436	Michelle Raines Black (President) Stephanie Scott Monique Tucker Rhonda M. Richards	Michelle Raines Black, President Stephanie Scott Monique Tucker	Yes	Yes	Yes
5 Sandy Spring Bank	In House	xxx2517	Sherri VanVranken, 703-840-2436	Michelle Raines Black (President) Stephanie Scott Rhonda Richards Monique Tucker	Michelle Raines Black, President Stephanie Scott	No	Yes	Yes
6 Sandy Spring Bank	Operating	xxx2495	Sherri VanVranken, 703-840-2436	Michelle Raines Black (President) Stephanie Scott Rhonda Richards Monique Tucker	Michelle Raines Black, President Stephanie Scott	No	Yes	Yes

All Escrow Accounts reflect "Escrow" on the checks.

Deposits are made online through an electronic banking device. Michelle Raines Black, Stephanie Scott, and Monique Tucker are authorized to make deposits.

Copies of the front and back of cancelled checks are available with the Bank Statements and directly through the Bank.

Home First Title Group, LLC does not use any "Sweep" Accounts.

Background checks are conducted on all employees by HireRight every Three (3) Years.



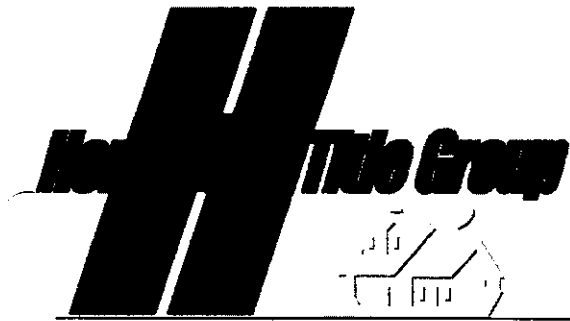


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## **ALTA BEST PRACTICE #3**

# **SECURITY OF INFORMATION AND NPI**



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## COMPANY POLICIES AND PROCEDURES SECURITY OF INFORMATION AND RECORDS AND PROTECTION OF NPI

### GENERAL

#### Scope and Purpose:

This policy applies to all regional, branch and subsidiary locations and corporate departments. Its purpose is to provide general guidelines for the security and safeguarding of data and files with NPI as well as company information.

### POLICY

Data and files with NPI as well as company information classified as confidential or having considerable value to the Company, whether maintained in manual or automated files, must be adequately secured to prevent unauthorized disclosure, manipulation or destruction. Information security procedures will be periodically reviewed by management for adequacy, recoverability and continued compliance with established information security objectives.

Company employees are expected to respect the confidentiality of information and not discuss or disclose to outside parties any confidential or proprietary information obtained. In addition, such information should not be discussed with other employees, except when required in the performance of designated tasks relating to areas of responsibility. This includes, but is not limited to, the following types of information:

1. Financial information projections, reports and records such as earnings statements, cash securities, investments, budgets, receivables or claims.
2. Human Resources, payroll information and records.
3. Operations related information: e.g., title plants, agency contracts, agency performance reports, commissions, orders and other records.

4. Marketing information, customer listings and National Accounts reports and records.
5. Information that may impact the value of the Company such as mergers and acquisitions, major new lines of business or coverage, major personnel changes, rates, fees or prices, any unusual gains or losses in major operations and major marketing changes.
6. Customer transactions, especially escrows, trusts and collections.
7. Starter files, tract and general indices information.
8. Other information or records vital to Company interests.

#### **ACCESS SECURITY:**

Other than the front door, all access doors to the office are to remain locked at all times. The office employs a security company to monitor office access and all employees are issued and required to use their own access code for entry during non-office hours. Access codes are NOT to be shared among multiple employees. Please see Michelle Raines Black if you need an initial access code or if you feel your access code has been compromised in any way.

Physical files are to be kept secured at all times. Files in employee offices or office area are to be kept in locking file cabinets when not in use. Completed files are kept in the storage room which is locked when not in use. All checks are kept under lock and key in Michelle's office cabinet when not in use.

Electronic files and data are password protected. Employees are required to use their own individual password(s) to access workstations, title software, banking (security FOB) and any other software containing secure data and NPI and may NOT share passwords. You are instructed to contact Michelle Raines Black if you feel your password(s) have been compromised in any way.

#### **PHYSICAL SECURITY:**

Although it can be difficult to ensure the physical security of computer related equipment, certain steps must be taken to enhance physical security, including:

1. Keyboard and/or device locking, where applicable, should be used at night, over weekends or when the employee will be away from their workstation for more than a few minutes.
2. Items such as computer tapes, diskettes and original vendor supplied copies of software should be kept under lock and key with Michelle Raines Black when not in use. Unauthorized software is NOT allowed to be installed on any company hardware.

3. Access to computer facilities (including servers, computers, laptops, tablets, mobile devices, fax machines, copiers, scanners, printers, etc) is limited to authorized Company Employees. Michelle Raines Black should specifically approve access to other than Company personnel.
4. Computer devices in commonly accessible areas should be powered down at night and over weekends.

Off-site security policies as follows are to be followed for closings outside the office:

1. Closers are to keep file in sealed security envelope or in locked briefcase when transporting file.
2. Upon settlement, closers are to immediately return file to the office.
3. Employees are not to leave files, documents, portable devices or electronic media containing NPI in a location accessible to others (i.e., unlocked vehicle, hotel room, agent office, etc).

Security policies as follows are to be followed when utilizing a courier service to transport files or documents containing NPI:

1. Files or documents are to be placed in a sealed security envelope for delivery.
2. The documentation is to include a cover sheet to the addressee informing them of the Company contact information and instructing them to advise if they receive an unsealed envelope.

**EMAIL:**

The Company utilizes Citrix Share File to send information securely. Employees are instructed to use Share File when emailing data containing NPI.

**SOFTWARE:**

All software developed or purchased by the Company is Company property. Company software is not to be copied except for backup purposes. Company software may not be given to any outside party except with specific approval by Michelle Raines Black.

**USE OF RESOURCES:**

Use of the Company's computer resources is restricted to approved business purposes. The use of computer resources by an employee, including those with approved access to said resources, for personal or non-business-related purposes is prohibited.

**BACKGROUND CHECKS:**

Before an individual is hired, a background check is performed by HireRight. Every three (3) years a background check is performed on existing employees who have access to escrow/trust account funds.

**SECURITY VIOLATIONS:**

If security violations are identified, management will review with General Counsel and determine appropriate action relative to the circumstances, including terminations or prosecution, if deemed appropriate.

**RESPONSIBILITY:**

All levels of management are responsible for implementing this policy. Although in certain instances an internal data processing center or outside service bureau may act as custodian for information and provide a certain amount of security, the ultimate responsibility for information security rests with management.

\_\_\_\_\_  
Management

\_\_\_\_\_  
Date

Acknowledgement and acceptance by:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

*Policy Effective Date: 5/1/14*

*Document Revision Date: 1/1/18*



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## Clean Desk Policy

### 1. OVERVIEW:

The purpose for this policy is to establish a culture of security and trust for all employees at Home First Title Group (HFTG). An effective clean desk effort involving the participation and support of all HFTG employees can greatly protect paper documents that contain sensitive information about our clients, customers and vendors. All employees should familiarize themselves with the guidelines of this policy.

### 2. PURPOSE:

The main reasons for a clean desk policy are:

- a. A clean desk can produce a positive image when our customers visit the company.
- b. It reduces the threat of a security incident as confidential information will be locked away when unattended.
- c. Sensitive documents left in the open can be stolen by a malicious entity.

### 3. RESPONSIBILITY:

All staff, employees and entities working on behalf of HFTG are subject to this policy.

### 4. SCOPE:

- a. At known extended periods away from your desk, such as a lunch break, sensitive working papers are expected to be placed in locked drawers.
- b. At the end of the working day the employee is expected to tidy their desk and to put away all office papers. HFTG provides locking desks and filing cabinets for this purpose.

### 5. ACTION:

- a. Allocate time in your calendar to clear away your paperwork.
- b. Always clear your workspace before leaving for longer periods of time.

- c. If in doubt - throw it out. If you are unsure of whether a duplicate piece of sensitive documentation should be kept - it will probably be better to place it in the shred bin.
- d. Consider scanning paper items and filing them electronically in your workstation.
- e. Use the recycling bins for sensitive documents when they are no longer needed.
- f. Lock your desk and filing cabinets at the end of the day
- g. Lock away portable computing devices such as laptops or PDA devices.
- h. Treat mass storage devices such as CDROM, DVD or USB drives as sensitive and secure them in a locked drawer.
- i. Should non-employees enter your workspace, close any open files on your desk and close out or hide necessary programs on your workstation.

**6. ENFORCEMENT:**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

\_\_\_\_\_  
Management

\_\_\_\_\_  
Date

Acknowledgement and acceptance by:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Policy Effective Date: 5/1/14

Document revision date:



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## *PRIVACY OF PERSONAL INFORMATION OF CONSUMERS AND CUSTOMERS*

### **GENERAL:**

#### **Scope and Purpose**

This policy applies to all directors, officers, managers and employees of the Company and its affiliates and sets forth a requirement to comply with the privacy requirements of the Gramm-Leach-Bliley Act and the complementary and similar statutes enacted by the States and their insurance departments.

The Gramm-Leach-Bliley Act (GLB) is federal law which applies to all financial activities including the services provided by title insurance companies and their agents. Most states have complemented GLB by enacting state statutes or promulgating regulations. This policy does not attempt to respond to such state laws and regulations. It is focused upon the primary provisions of GLB. Company personnel are reminded that state statutes, regulations, orders, or interpretations which provide greater privacy protection than GLB are effective and not superseded by GLB. See e.g. 15 USC 6807.

The purpose of this policy is to protect the privacy of individual consumers by restricting the disclosure of their nonpublic personal information and to forbid all information sharing with nonaffiliated third parties without the consent of the consumer.

### **POLICY:**

It is the policy of the Company to respect the privacy of its customers and to protect the security and confidentiality of their nonpublic personal information. Company personnel may not, directly or through any affiliates of the Company, disclose to a nonaffiliated third party any nonpublic personal information unless required or otherwise authorized by law. It is also the policy of the Company to prohibit the disclosure of nonpublic personal information to affiliates except as necessary to process a transaction or to provide services requested or authorized by the consumer. Nonpublic personal information may be disclosed as provided by GLB in 15 USC 6802(e), see Exhibit A.



## **NOTICE:**

GLB applies to the provision of settlement services by title insurance companies and their agents in connection with the sale, purchase or finance of an individual consumer's home. The performance of closings, escrows, surveys, appraisals, flood certifications, exchange services, tax searches, title searches, issuance of title insurance commitments and policies, credit reports, notary services, and document preparation requires compliance with GLB. The notice specified in Exhibit B must be provided to each individual consumer who obtains a settlement service from the Company or the Company's agents.

## **DEFINITIONS:**

### **Affiliate**

Affiliate means any company that controls, is controlled by, or is under common control with another company

### **Company**

Company means any corporation, limited liability company, business . trust, general or limited partnership, association or similar organization.

### **Consumer**

Consumer means an individual who obtains or has obtained settlement services from the Company or agent of the Company that is to be used primarily for personal, family or household purposes, or that individual's legal representative.

### **Customer**

Customer means a consumer who has a customer relationship with you.

### **Financial Institution**

A financial institution means any institution the business of which is is engaging in financial activities. An entity that provides real estate settlement services is a financial institution. The Federal functional regulators have determined that providing real estate settlement services is a financial activity. See e.g. 16 CFR 313.3(2)(x), 12 USC 1843(k)(4).

### **Nonpublic Personal Information**

Nonpublic personal information is personally identifiable financial information that is not publicly available.

### **Personally Identifiable Financial Information**

Personally identifiable financial information is any information a consumer provides to us in order to obtain settlement services which contains personal identifiers such as account numbers, names, or addresses.

### **Publicly Available Information**

Publicly available information means any information we have a reasonable basis to believe is lawfully made available to the general public from Federal, State or local government records. Publicly available information in government records includes information in government real estate records. There is a reasonable basis to believe information contained in the land records is lawfully made available to the general public if we have determined that the information is of the type included on the public record in the jurisdiction where a deed or mortgage would be recorded.

Policy Effective Date: 5/1/14

Sec. 6802. Obligations with respect to disclosures of personal information

(a) Notice requirements

Except as otherwise provided in this subchapter, a financial institution may not, directly or through any affiliate, disclose to a nonaffiliated third party any nonpublic personal information, unless such financial institution provides or has provided to the consumer a notice that complies with section 6803 of this title.

(b) Opt out

(1) In general

A financial institution may not disclose nonpublic personal information to a nonaffiliated third party unless -

(A) such financial institution clearly and conspicuously discloses to the consumer, in writing or in electronic form or other form permitted by the regulations prescribed under section 6804 of this title, that such information may be disclosed to such third party;

(B) the consumer is given the opportunity, before the time that such information is initially disclosed, to direct that such information not be disclosed to such third party; and

(C) the consumer is given an explanation of how the consumer can exercise that nondisclosure option.

(2) Exception

This subsection shall not prevent a financial institution from providing nonpublic personal information to a nonaffiliated third party to perform services for or functions on behalf of the

financial institution, including marketing of the financial institution's own products or services, or financial products or services offered pursuant to joint agreements between two or more

financial institutions that comply with the requirements imposed by the regulations prescribed under section 6804 of this title, if the financial institution fully discloses the providing of

such information and enters into a contractual agreement with the third party that requires the third party to maintain the confidentiality of such information.

(c) Limits on reuse of information

Except as otherwise provided in this subchapter, a nonaffiliated third party that receives from a financial institution nonpublic personal information under this section shall not, directly or through an affiliate of such receiving third party, disclose such information to any other person that is a nonaffiliated third party of both the financial institution and such receiving third party, unless such disclosure would be lawful if made directly to such other person by the financial institution.

(d) Limitations on the sharing of account number information for marketing purposes

A financial institution shall not disclose, other than to a consumer reporting agency, an account number or similar form of access number or access code for a credit card account, deposit account, or transaction account of a consumer to any nonaffiliated third party for use in telemarketing, direct mail marketing, or other marketing through electronic mail to the consumer.

(e) General exceptions

Subsections (a) and (b) of this section shall not prohibit the disclosure of nonpublic personal information

(1) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with -

(A) servicing or processing a financial product or service requested or authorized by the consumer;

(B) maintaining or servicing the consumer's account with the financial institution, or with another entity as part of a private label credit card program or other extension of credit

on behalf of such entity; or

(C) a proposed or actual securitization, secondary market sale (including sales of servicing rights), or similar transaction related to a transaction of the consumer;

(2) with the consent or at the direction of the consumer;

(3) (A) to protect the confidentiality or security of the financial institution's records pertaining to the consumer, the service or product, or the transaction therein; (B) to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability; (C) for required institutional risk control, or for resolving customer disputes or inquiries; (D) to persons holding a legal or beneficial interest relating to the consumer; or (E) to persons acting in a fiduciary or representative capacity on behalf of the consumer;

(4) to provide information to insurance rate advisory organizations, guaranty funds or agencies, applicable rating agencies of the financial institution, persons assessing the institution's compliance with industry standards, and the institution's attorneys, accountants, and auditors;

(5) to the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401 et seq.), to law enforcement agencies

(including a Federal functional regulator, the Secretary of the Treasury with respect to subchapter II of chapter 53 of title 31, and chapter 2 of title I of Public Law 91-508 (12 U.S.C. 1951-1959), a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety;

(6) (A) to a consumer reporting agency in accordance with the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.), or (B) from a consumer report reported by a consumer reporting agency;

(7) in connection with a proposed or actual sale, merger, transfer, or exchange of all or a portion of a business or operating unit if the disclosure of nonpublic personal information concerns solely consumers of such business or unit; or

(8) to comply with Federal, State, or local laws, rules, and other applicable legal requirements; to comply with a properly authorized civil, criminal, or regulatory investigation or subpoena or summons by Federal, State, or local authorities; or to respond to judicial process or government regulatory authorities having jurisdiction over the financial institution for examination, compliance, or other purposes as authorized by law.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information—particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as life insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookies" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

\_\_\_\_\_  
**Purchase/Borrower**

\_\_\_\_\_  
**Seller**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
AND ITS TITLE AGENTS**



**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company

We may collect nonpublic personal information about you from the following sources:

- ◆ Information we receive from you such as on applications or other forms.
- ◆ Information about your transactions we secure from our files, or from [our affiliates or] others.
- ◆ Information we receive from a consumer reporting agency.
- ◆ Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- ◆ Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- ◆ Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We appreciate this opportunity to be of service to you.

Agent Name: Home First Title Group, LLC

\_\_\_\_\_  
Purchaser/Borrower

\_\_\_\_\_  
Seller





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## *INFORMATION TECHNOLOGY ELECTRONIC ASSET DISPOSITION POLICY*

### **GENERAL**

#### **SCOPE AND PURPOSE**

The storage, maintenance and destruction of electronic assets and the information contained on these assets, is a critical function of Home First Title Group (“the Company”). It is important that when handling these types of assets, that it is done safely and properly, and in a manner that is consistent with Company policy, and state and federal guidelines.

The purpose of this policy is to protect the regulatory environment of the personal and confidential information of our employees and customers, including, but not limited to: proprietary and competition-sensitive information, and trade secrets contained on hard drives or memory within electronic assets; and to comply with state and federal regulations in the protection/destruction of the Company’s electronic assets.

#### **POLICY**

This policy is intended to provide direction regarding acceptable methods for the destruction of electronic assets in order to avoid putting the Company, its customers, and employees at risk.

Compliance with this policy and the requirements herein is a condition of employment for all employees. This policy applies to all fulltime and part-time employees. Failure to adhere to the requirements set forth in this policy may result in disciplinary action, up to and including termination of employment and/or legal prosecution.

## DEFINITIONS

The following are examples of electronic device technologies. Since technology is ever-changing, this list may not be exhaustive:

1. Micro Media: A plastic or acetate film medium containing images of recorded information. Also known as “microfilm” or “microfiche”.
2. Magnetic Tape/Optical Media: A plastic or acetate film on which information is recorded magnetically, usually as a reeled tape or a tape within a hard plastic case. This includes video-recorded and sound-recorded tapes, as well as data-recorded tapes in plastic or metal cartridges, i.e., CDs, DVDs, USB/flash drives.
3. Electronic Equipment with Magnetic Storage Media: Types of equipment include: computers (desktops/laptops) and related apparatus, such as: mouse, keyboard, power and video cables; CRT monitors and flat panel (LCD) monitors; routers, servers, switches and any equipment utilizing a hard drive/memory device; multi-functional machines, such as: printers, scanners, copiers and fax machines; loose hard drives; and phone systems.
4. Portable/Mobile Phones: Company-owned handheld computing or processing devices, such as: Smart Phones (Blackberries, IOS Devices (iPhone, iPad), Android Devices, Windows Mobile Devices)), and Personal Device Assistants.

## DISPOSITION OF ASSETS

All Company electronic assets have a lifespan. When the asset no longer is functional and it is determined that its storage, maintenance and/or use is no longer necessary, or of value to the Company, it is critical that the asset is properly disposed of. **Under no circumstances will end-of-life Company assets be sold, donated or given away for any reason.** Below are the appropriate steps that must be taken when disposing of electronic assets:

1. Employees are to notify Michelle via email ([michelle@home1sttitle.com](mailto:michelle@home1sttitle.com)) as to disposal instructions.
2. Each office will maintain a secure and locked location for all Company assets scheduled for destruction.
3. Company employees are not permitted to use the aforementioned method for the destruction of non-Company-owned electronic devices, i.e., personal items such as: home computers, cell phones, CDs, DVDs, and pc monitors, etc.
4. The operations manager is responsible for providing all employees, including new hires, in his/her operating location, with a copy of this policy. This person also is responsible for collecting signed acknowledgement forms and sending them via scan and email to: [michelle@home1sttitle.com](mailto:michelle@home1sttitle.com). The acknowledgement form can be found at the end of this policy.

## **COMPLIANCE**

All full and part-time employees are responsible for adherence to this policy. Dynamic Network Solutions is our IT administrator and is responsible for managing the implementation of the disposal of electronic assets. DNS will “clean” the asset of all information and software and then dispose of the hardware per the attached policy. This policy will be reviewed annually, or when there are substantive changes in regulatory requirements, or under circumstances that provide cause for such review.

## **VIOLATION**

Violation of this policy should be reported to an employee’s supervisor, who should then report the violation to Michelle Raines Black. Violation of the policy may subject the employee to discipline up to and including termination.

The Company will not engage in or tolerate any discrimination, retribution, retaliation, punishment or persecution of any employee who exposes any potential risk or violation of this policy.

## **COMPLIANCE WITH OTHER POLICIES**

The disposition of the Company’s electronic assets must be in compliance with related policies, including but not limited to:

- Privacy of Personal Information of Consumers and Customers
- Security of Information and Records and Protection of NPI Policy
- Portable/Mobile Electronic Devices Policy

## **ACKNOWLEDGEMENT**

All employees must acknowledge receipt of this policy at the time of issuance or hire. By signing the Acknowledgement Form, the employee acknowledges his/her responsibility to protect the Company’s electronic information and to comply with the policy. A copy of the signed acknowledgment form will be placed in the employee’s personnel file.

All questions regarding the disposition of electronic assets are to be directed to Michelle Raines Black. .

Policy Effective Date: 5/1/14



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**HOME FIRST TITLE GROUP  
INFORMATION TECHNOLOGY ELECTRONIC ASSET  
DISPOSITION POLICY  
CONSENT AND ACKNOWLEDGEMENT FORM**

As an employee of the Company, I recognize that electronic information is sensitive and confidential, and must be disposed of properly in accordance with this policy. I understand that the disposition of an electronic asset at the end of its useful life and legal retention requirements is an important element in fulfilling the Company's responsibilities to customers and employees, as well as state and federal governments. I acknowledge receipt and understanding of the Company's Information Technology Electronic Asset Disposition Policy.

I agree to adhere to the requirements set forth in the above referenced policy. I am aware that violations of this policy may subject me to disciplinary action, up to and including termination of my employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed



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## *MOBILE DEVICE MANAGEMENT POLICY*

### **GENERAL**

#### SCOPE AND PURPOSE:

This Mobile Device Management Policy (the “Policy”) applies to all Employees (each an “Employee”) of Home First Title Group, LLC who are approved to connect to the Company network with a mobile device.

The purpose of the Policy is to define standards, procedures, and restrictions for Employees who have legitimate business needs for accessing Company data from a mobile device connected to a network outside of the Company’s direct control. The Policy applies to, but is not limited to, all mobile devices and accompanying/related media that fit the following mobile device classifications:

- Mobile/cellular telephones
- Smartphones
- Tablets and portable devices capable of storing email and/or data that can connect to the Company data network

The Policy also applies to any hardware and related software that could be used to access Company resources, particularly if the said equipment is not Company-sanctioned, -owned or -supplied.

The goal of the Policy is to protect the integrity of the private and confidential client and business data that resides within the Company’s technology infrastructure. The Policy intends to prevent data from being deliberately or inadvertently stored insecurely on a mobile device or carried over an insecure network, where it can potentially be accessed by unsanctioned resources and/or persons. A breach of this type could result in but is not limited to: loss of information and revenue, damage to critical applications and the Company’s public image, and liability to the Company or its customers. Therefore, all Employees utilizing a mobile device connected to a network outside of the Company’s direct control to backup, store, or otherwise access Company data of any type, must adhere to the processes described in the Policy.

## **POLICY**

### **PROCUREMENT & OWNERSHIP**

#### **Company-Owned Mobile Devices**

The Company does not provide Company owned mobile devices to employees.

#### **Employee-Owned Mobile Devices**

In cases where the Employee owns a mobile device and wants to use that mobile device for business purposes, including accessing Company information systems, such as email, and applications or data, the following procedures will apply:

The Employee must register the mobile device type and telephone number with Dynamic Network Solutions (DNS). To register a mobile device, an employee is to send an email to Michelle Raines Black requesting access through their mobile device.

- The mobile device will be approved for access to Company information systems based on the Policy, as described below.
- The contents of the mobile device will be managed by the Policy, per the data management and security guidelines defined below.

### **DATA MANAGEMENT**

The Company retains ownership of all Company data residing on mobile devices and can remove all Company data from the device at any time, specifically if the device is reported lost or stolen, or the Employee terminates.

Any Employee who uses a mobile device to access the Company's information systems is responsible for ensuring that all security procedures used in the management of data on conventional storage infrastructure also are applied here.

Any mobile device used to conduct Company business must be utilized appropriately, responsibly, and ethically. Failure to do so may result in immediate suspension of the Employee's account and/or other forms of discipline, up to and including termination.

- Connectivity to Company information systems must be granted explicitly for both the mobile device and the Employee requesting access.
- The Company may deny access to Company data for mobile devices that the Company does not believe can be managed to the standards described in the Policy.
- Employees are responsible for all personal data that is kept on a mobile device. This includes backing up personal data to a non-Company backup target. Non-Company data cannot be backed up to any Company storage devices.

## **ACCESS CONTROL**

Prior to the initial use of the Company network or related infrastructure, all mobile devices must meet the minimum security and access requirements for mobile devices, related software applications, and utilities, as stated below. Mobile devices that do not meet these requirements will not be allowed to connect to the Company's information systems. Minimum requirements include, but are not limited to:

- Ability to be supported by Company management platforms
- Ability to support a password policy
- Ability to have contents managed from the Company management platform, including the removal of all mobile device content, if necessary.

The Company reserves the right to refuse the connection of mobile devices to Company-connected infrastructure, if it is determined that the mobile device is being used in a manner that puts the Company's systems, data, Employees, and/or customers at risk.

In situations where mobile devices require synchronization with an external data source for activation, i.e., iTunes, the synchronization must be conducted on a non-Company asset. Specifically, the Company prohibits the storage of personal mobile device content such as music, photos, media and other non-business-related data on Company workstations, file servers and mass storage devices.

## **SECURITY**

All Company-allowed mobile devices used to store Company data must conform to the minimum-security standards supported and enforced by the Company. This includes password protection and data encryption of stored data on the device. IT will manage all applicable security policies, network, application, and data access centrally by using the appropriate technology solutions. Any attempt to contravene or bypass said security implementation will be deemed an attempt at intrusion and will be dealt with in accordance with existing Company policies.

Employees using mobile devices and related software for network and data access must, without exception, follow secure data management procedures. All mobile devices must be protected by password and encryption.

Reasonable security measures must be utilized to protect Company-allowed mobile devices with access to proprietary Company data. Employees are expected to secure all such mobile devices whether they are in use and/or being carried. Securing a mobile device containing Company data includes, but is not limited to, use of passwords and encryption, as well as physical control (e.g. place in locked trunk when left in an unattended vehicle).

In the event that a Company-allowed mobile device is lost or stolen, it is the Employee's responsibility to immediately report the loss to Michelle Raines Black.

## **APPROVED MOBILE DEVICES**

An approved mobile device must be able to be managed by the tools supported by IT. If it is determined that a mobile device cannot be managed to the Policy guidelines described above, it will not be approved for access to the network.

## **VIOLATIONS**

Any Employee who suspects a violation of the Policy, i.e., the mismanagement of a Company-allowed mobile device, should immediately report the suspected violation to Management.

If it is determined by Management that the Employee has violated the Policy, the Employee will be subject to discipline, up to and including termination.

## **ACKNOWLEDGEMENT**

When accessing Company information systems with a mobile device, the Employee accepts the terms and conditions of the Policy.

All Employees who have Company-allowed mobile devices will be given a copy of the Policy. All such Employees are then responsible for completing and signing the Consent and Acknowledgement Form and providing signed copy to Management.

Policy Effective Date: 5/1/14





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***MOBILE DEVICE MANANGEMENT POLICY  
CONSENT AND ACKNOWLEDGEMENT FORM***

I acknowledge receipt of the Company's Mobile Device Management Policy. I understand that the Policy is in place in order to protect the integrity of the private and confidential client and business data that resides within the Company's technology infrastructure. The Policy intends to prevent data from being deliberately or inadvertently stored insecurely on a mobile device or carried over an insecure network, where it can potentially be accessed by unsanctioned resources and/or persons.

I agree to adhere to the requirements set forth in the above-referenced policy. I am aware that violations of the Policy may subject me to disciplinary action, up to and including termination of my employment and/or termination of my consulting contract and/or independent contractor agreement.

I acknowledge that I have read and understand this Consent and Acknowledgement Form, as well as the attached Mobile Device Management Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## DISASTER RECOVERY & BUSINESS CONTINUITY PLAN

Home First Title Group, LLC (“The Company”) employs DEF PC Services (DEF) to administer the Disaster Recovery Plan.

In addition to a daily back up to the server located on site, a daily back up is also performed off site and is managed by DEF.

The Company through DEF utilizes AVG as our antivirus program and Sonicwall Firewall.

In the event of a disaster preventing access to files and information through the office, employees are to contact Michelle Raines Black.

DEF provides offsite image backup with BDR. An additional off-site server is utilized which backs up the primary server every hour. In the event of a failure it acts as a temporary server until such time as the primary server is working. All system images are also sent offsite, so in the case of a disaster, those images would be downloaded and installed on replacement or temporary hardware.



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## **ALTA BEST PRACTICE #4**

# **DOCUMENT RECORDATION AND TITLE PRICING**



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## Policies and Procedures

### Document Recordation / Title & Settlement Pricing

**Purpose:** Document recordation and rate/pricing procedures and policies to assist Home First Title Group, LLC in compliance with applicable contractual obligations and Federal and State Consumer Financial Laws.

**Scope:** These policies and procedures are for all of Home First Title Group, LLC (hereafter referred to as "The Company") locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.

#### **Procedures:**

#### **Pricing Procedures**

The Company utilizes rate manuals and online calculators, as appropriate to help ensure correct fees are being charged for title insurance policy premiums, state-specific fees and endorsements.

Employees are aware of contractual and statutory rate and pricing requirements. Title insurance policy premiums, state specific fees and endorsements are calculated in accordance with the title insurance underwriter or regulatory or promulgated rate manual through Title Express (TSS), the Company's software, and/or through the use of title insurance underwriter rate calculators. All applicable rate discounts, such as Simultaneous Issue, Reissue, Refinance, and Substitution rates are calculated in accordance with the requirements in the rate manual.

When rate change bulletins are received, Michelle Raines Black will communicate these rate changes to the appropriate parties and will test the accuracy of such changes and report the results to Company Management.

Throughout the year a representative sample of closed files is subject to a post-closing review by Michelle Raines Black to conclude if fees were correctly charged. These reviews are done on a monthly basis for prior month closings. In addition, reconciliation reports are reviewed monthly by Management specifically to address

that any overpayments made by the consumer (i.e. recording overages, tax payment overages, etc.) are refunded promptly to the appropriate party.

## **Recording Procedures**

**Home First Title Group, LLC ships documents for recording to the appropriate county/city abstractor for recording within 2 business days of disbursement.**

After review of county specific recording requirements, documents are submitted for recordation by Michelle Raines Black. E Recordings are utilized in District of Columbia and Virginia. The Company ships documents to the appropriate abstractor using Federal Express, tracks all packages and maintains tracking information for twelve months.

The Company maintains a Recording Log to monitor all recordings. After documents are sent for recordation, The Company maintains contact with the appropriate personnel and parties to resolve any problems. The Company updates the Recording Log with information about outstanding recordings and rejected recordings, status and resolution. In addition, the reconciliation reports are reviewed weekly specifically to address any outstanding recording checks. After documents are recorded, detailed information such as book, page, instrument number and date are input by the Post Closing Department in TSS. Each week recording issues are reviewed by Management (Michelle Raines Black) and G. Russell Donaldson signs off on the Recording Log.

Contact Officer: Michelle Raines Black, Owner

Date Approved : April 16, 2014

Date of Commencement: May 1, 2014

Amendment Dates: October 26, 2022

Date for Next Review: October 26, 2024

## **Related References and Links**

- Recording log is kept in Michelle Raines' office.
- Rate Manuals are accessed online through underwriter's websites.

# FEE SHEET

<b>REFINANCE</b>		<b>PURCHASE</b>		
			<b>Buyer</b>	<b>Seller</b>
Settlement Fee	\$250.00	Settlement Fee	\$250.00	
Title Examination	\$495.00	Title Examination	\$495.00	
Binder Fee	\$25.00	Binder Fee	\$25.00	
Payoff and Release Fee	\$100.00*	Payoff and Release		\$200.00*
Processing Fee	\$40.00	Processing Fee	\$40.00	
<b>Total</b>	<b>\$910.00</b>	<b>Total</b>	<b>\$810.00</b>	<b>\$200.00</b>

**\* \$10 additional for each consumer credit account we payoff.**

[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

Tel: 800-490-0570





Home First Title Group  
1655 Crofton Blvd., Suite 201  
Crofton, Maryland 21114  
Phone: 410-451-8844  
Fax: 443-458-0609  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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## **ALTA BEST PRACTICE #5**

# **TITLE POLICY PRODUCTION AND PREMIUM REMITTANCE**





Home First Title Group, LLC  
1655 Crofton Blvd., Suite 201  
Crofton, MD 21114  
Phone: 410-451-8844  
Fax: 410-451-8880  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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## Policies and Procedures Title Policy Production/Premium Remittance

**Purpose:** Maintain written procedures related to title policy production, delivery, reporting and premium remittance to the insurer to help ensure Home First Title Group, LLC meets its legal and contractual obligations.

**Scope:** These policies and procedures are for all of Home First Title Group, LLC (hereafter referred to as “The Company”) locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.

### **Procedures:**

#### **Policy Inventory**

The Company receives its policy inventory online directly from the insurer. A Policy Inventory Report is maintained to track and monitor all of the electronic policy numbers allocated to The Company. When policies are issued to customers, they move into an ‘issued’ status within the Policy Inventory reports. These Policy Inventory Reports are available online through the insurer’s website.

The following items are included in the Policy Inventory report:

- The date policies are received by or allocated to The Company
- The file number associated with each policy number
- Unused policies
- Voided policies
- Policy numbers assigned, but not yet reported to the insurer
- Policy issued, but not yet reported to the insurer

In addition to the Policy Inventory report, Management tracks files that have closed for which policies have not yet been issued via the Monthly Reconciliation Report.

Electronic policy stock is limited to authorized users with login and passwords.

Policy inventory duties have been clearly defined and are the responsibility of the Post Closing Department. We are able to reconcile our policy inventory records with the Insurer's records.

### **Policy Issuance**

Policies are issued to customers (lender and/or purchaser) within Five days after the transaction is disbursed. The policies are mailed or sent by federal express when necessary to the appropriate party. Electronic logs are maintained within the software system to monitor all orders that have closed and disbursed in which final policies have not been issued.

If a short-form lender's policy is issued, it can be delivered immediately after disbursement; however, monitoring procedures are still in place to help ensure the necessary documents are recorded.

### **Premium Remittance and Policy Reporting**

In accordance with contractual or statutory obligations, at a minimum of once a month, The Company reports to the insurer all title insurance policies (including endorsements), premiums and other fees as contractually obligated. Reporting is performed via electronic upload through the insurer's electronic reporting web-based system. Physical copies of the policies and checks are federal expressed to the insurer.

A policy register report is maintained by each office that performs policy production.

Premium remittance duties have been clearly defined and are the responsibility of the Post Closing Department. We are able to reconcile the premiums and fees we charged to our customers with the premiums and fees remitted to the insurer.

Contact Officer	Michelle Raines Black
Date Approved	May 1, 2014
Date of Commencement	May 1, 2014
Amendment Dates	October 26, 2022
Date for Next Review	October 26, 2024

### **Related References and Links**

- The Policy Register Reports are kept by post closing.
- The Policy Inventory is accessed online through the underwriter website.



Home First Title Group  
1655 Crofton Blvd., Suite 201  
Crofton, Maryland 21114  
Phone: 410-451-8844  
Fax: 443-458-0609  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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## **ALTA BEST PRACTICE #6**

# **PROFESSIONAL LIABILITY INSURANCE**



Home First Title Group, LLC  
1655 Crofton Blvd., Suite 201  
Crofton, MD 21114  
Phone: 410-451-8844  
Fax: 410-451-8880  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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## Policies and Procedures Professional Liability Insurance

**Purpose:** Document procedures for review of professional liability coverage (errors and omissions insurance, fidelity and surety bond) so that Home First Title Group, LLC has financial capacity to cover its professional services obligations.

**Scope:** These policies and procedures are for all of Home First Title Group, LLC (hereafter referred to as “The Company”) locations including all satellite offices.

### **Procedures:**

The Company is required by Maryland to maintain errors and omissions insurance, fidelity and surety bonds. Michelle Raines Black is responsible for tracking and renewing each of these insurance coverages. The Company furnishes copies of all the insurance policies and applicable bonds to their title underwriter(s), including all endorsements, and proof of payment of the current premium.

### **Professional Liability Insurance Coverage - Errors and Omissions**

The Company carries professional liability insurance for errors and omissions in accordance with The Company’s contractual obligations in the amount of at least \$1,000,000 issued by Houston Specialty Insurance Company, a company acceptable to our title insurance underwriter. This comprehensive liability policy has a deductible of no more than \$5,000 per loss. A copy of most current policy is attached.

### **Fidelity Bond Coverage**

Fidelity coverage is required by Maryland or obtained without obligation as a general good business practice. The Company carries fidelity coverage of \$150,000 issued by Western Surety Company. A copy of most current bond is attached.

When requested by the customer or required by state regulation, the Company will issue an insurer’s Closing Protection Letter (CPL) in connection with the settlement funds and issuance of a title insurance policy. This CPL will be issued via the insurer’s automated Closing Protection Letter system. When required by state

regulation the Company will set aside funds in a statutory indemnity fund to cover fidelity losses not otherwise covered by the protections afforded by the insurer.

### **Surety Bond Coverage**

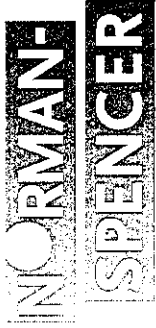
Surety bond coverage is required by Maryland or obtained without obligation as a general good business practice. The Company carries surety coverage of \$200,000 issued by Western Surety Company. A copy of the most current bond is attached.

Surety bond coverage is required by Virginia or obtained without obligation as a general good business practice. The Company carries surety coverage of \$200,000 issued by Western Surety Company. A copy of the most current bond is attached.

Contact Officer: Michelle Raines Black, owner  
Date Approved : April 15, 2014  
Date of Commencement: December 1, 2005  
Amendment Dates: October 26, 2022  
Date for Next Review: October 26, 2024

### **Related References and Links:**

- Copies of all policies and bonds are kept by Michelle Raines Black and are also included herein.



**Summary of Insurance  
October 26, 2022**

Home First Title Group, LLC  
 Bayline Title & Escrow LLC  
 Arch Title Group LLC  
 1655 Crofton Boulevard, Suite 201  
 Crofton, MD 21114

Policy Number	Coverage	State	Term	Insurance Carrier	Limit
106406224	Fidelity	All	12/1/21-22	Travelers C&S of America Ins. Co.	\$250,000
5DA3PL0000188-01	E&O	All	12/1/21-22	Princeton E&S Lines Ins Co.	\$1,000,000
42BSBHK0509	Bond	DC Home First Title Group, LLC	5/12/22-23	Hartford Fire Ins. Co	\$200,000
42BSBHL2924	Bond	VA Home First Title Group, LLC	8/1/22-23	Hartford Fire Ins. Co	\$200,000
42BSBHH9967	Bond	MD Home First Title Group, LLC	12/1/21-22	Hartford Fire Ins. Co	\$150,000
999142706	Bond	MD Bayline Title & Escrow LLC	11/1/22-23	Ohio Casualty Ins. Co.	\$150,000
999159590	Bond	DC Bayline Title & Escrow LLC	2/15/22-23	Ohio Casualty Ins. Co.	\$200,000
999159593	Bond	VA Bayline Title & Escrow LLC	2/15/22-23	Ohio Casualty Ins. Co.	\$200,000
999210045	Bond	MD Arch Title Group LLC	9/28/22-23	Ohio Casualty Ins. Co.	\$150,000

~Summary is for information only~

## FRAUD NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

<b>STATE SPECIFIC NOTICES (if applicable)</b>	
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## **MARYLAND POLICYHOLDER NOTICE**

### **DISCLOSURE REGARDING SURPLUS LINES INSURANCE.**

**This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.**

**Please Read the Following Carefully Before Purchasing Insurance From a Surplus Lines Insurer.**

This policy is issued by a surplus lines insurer that has been approved by the Maryland Insurance Administration to issue insurance policies in the surplus lines insurance market. Surplus lines insurers are not under the jurisdiction of the Maryland Insurance Administration and do not possess a certificate of authority to transact insurance business in the State of Maryland. Because surplus lines insurers are not under the jurisdiction of the Maryland Insurance Administration, your ability to seek assistance from the State if you have a problem with your insurance company is limited.

Property and Casualty Insurance Guaranty Corporation and Maryland Life and Health Insurance Guaranty Corporation provide funds that permit certain claimants or policyholders to receive payment of covered claims if their insurance company becomes insolvent (i.e., bankrupt) and is unable to pay the claims. However, these funds do not apply to surplus lines insurers, as a surplus lines insurer is not a member insurer of the Property and Casualty Insurance Guaranty Corporation or the Maryland Life and Health Insurance Guaranty Corporation. If a surplus lines insurer becomes insolvent (i.e. bankrupt), any claim that you have against the surplus lines insurer will not be covered by the funds administered by Property and Casualty Insurance Guaranty Corporation and Maryland Life and Health Insurance Guaranty Corporation.

If you have any questions regarding this disclosure or surplus lines insurance, please contact the Maryland Insurance Administration at 410-468-2340.



The Princeton Excess And Surplus Lines Company  
 555 College Road East, Princeton, New Jersey 08540

**POLICY NUMBER: 5DA3PL0000188-01**

**MISCELLANEOUS PROFESSIONAL LIABILITY  
 ACMP DS 00 08 20**

**ACCELERATOR MISCELLANEOUS PROFESSIONAL LIABILITY DECLARATIONS**

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**NOTICE: THE THIRD PARTY LIABILITY INSURING AGREEMENTS OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD FOR ANY INCIDENT TAKING PLACE AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD.**

**AMOUNTS INCURRED AS CLAIM EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF LIABILITY AND WILL BE APPLIED AGAINST ANY APPLICABLE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR CLAIM EXPENSES OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMITS OF LIABILITY.**

Policy No: 5DA3PL0000188-01		Renewal of: 5DA3PL0000188-00
Item 1. <b>Named Insured</b>	Home First Title Group LLC	
Principal Address	1655 Crofton Boulevard, Suite 201 Crofton, MD 21114	
Item 2. <b>Policy Period</b>	From: December 1, 2021 To: December 1, 2022 (12:01 AM local time at the address shown in Item 1.)	
Item 3. <b>Aggregate Limit of Liability</b>	\$1,000,000	
<b>Item 4. Limits of Liability, Retentions and Insuring Agreement(s)</b>		
<b>A. Insuring Agreement</b>	<b>Each Claim Limit</b>	<b>Each Claim Retention</b>
PROFESSIONAL LIABILITY	\$1,000,000	\$5,000
<b>B. Supplemental Payments</b>		
1. CLAIM ATTENDANCE EXPENSES	\$10,000	N/A
2. DISCIPLINARY PROCEEDINGS	\$10,000	N/A

Item 5. Retroactive Date(s)	December 1, 2005	
Item 6. Schedule of Professional Services	Title Agent, Escrow/Closing, Abstractor/Searcher services for others for a fee	
Item 7. Extended Reporting Period	<b>A. Additional Premium</b>	<b>B. Additional Period.</b>
	100% of the Premium set forth in Item 8.	for 12 Months
	150% of the Premium set forth in Item 8.	for 24 Months
	200% of the Premium set forth in Item 8.	for 36 Months
Item 8. Policy Premium plus applicable taxes and fees (if any)	Premium: \$8,676.00 Fees: \$200.00 Filing Fees: \$0.00 Taxes: \$260.28 Total: \$9,136.28	\$8,676

Item 9. Notice to Insurer	
A. Notice of Claim or First Party Event as set forth in Section VII, subsection K	By Mail: The Princeton Excess and Surplus Lines Insurance Company 555 College Road East Princeton, NJ 08543
	By Email: <a href="mailto:clmsins@munichreamerica.com">clmsins@munichreamerica.com</a>
B. All Other Notices to the Company	

Item 10. Endorsements Attached at Policy Issuance	
Endorsement Number	Endorsement Title
ACMP DS 00 08 20	ACCELERATOR MPL DECLARATIONS
ACMP 00 01 08 20	ACCELERATOR MPL POLICY
ACMP 04 31 08 20	CFPB CLAIM EXPENSES ENDORSEMENT
ACMP 04 34 08 20	THEFT OF FUNDS ENDORSEMENT
ACMP 04 51 08 20	CYBER INCIDENT RESPONSE ENDORSEMENT
ACMP 20 01 08 20	INDEPENDENT CONTRACTOR EXTENSION ENDORSEMENT
ACMP 20 02 08 20	ADDITIONAL NAMED INSURED ENDORSEMENT
ACMP 21 61 08 20	TITLE AGENT ABSTRACTOR ESCROW SERVICES LIMITATION WITH NOTARY PUBLIC CARVEBACK
ACMP 24 06 08 20	AMENDED NAMED INSURED WITH RETRO DATES
SLSOP 10 14	SERVICE OF PROCESS ENDORSEMENT
ILP 001 01 04	OFAC ADVISORY NOTICE TO POLICYHOLDERS
VL AC PH 02 01 21	NOTICE TO POLICYHOLDER – LOSS REPORTING PROCEDURES

This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner. The insurer does not possess a certificate of authority from the Commissioner to engage in the insurance business in this state.

<b>Item 11. Producer Info</b>	
Producer's Name and Mailing Address	Freberg Environmental, Inc. 2000 South Colorado Blvd, Tower II, Suite 800 Denver, CO 80222
Licensed Surplus Lines Producer's Name and Mailing Address	Josh Ammons Amwins Insurance Brokerage 4725 Piedmont Row Drive Charlotte, NC 28210
Surplus License Number	3001099493
Surplus Lines Licensed Producer Signature (where required)	

**Authorization**

In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company.

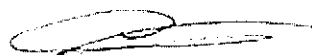
The Princeton Excess and Surplus Lines Insurance Company



\_\_\_\_\_  
Deputy General Counsel and Assistant Secretary



\_\_\_\_\_  
President



\_\_\_\_\_  
Authorized Representative

## ACCELERATOR MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

THIS INSURANCE POLICY PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. CLAIMS MUST BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND BE REPORTED TO THE INSURER AS SET FORTH IN SECTION VI., CONDITION I. PAYMENT OF CLAIM EXPENSES IS INCLUDED IN THE LIMITS OF INSURANCE, AND WILL ERODE, AND MAY EXHAUST, THE POLICY LIMIT OF LIABILITY.

In consideration of the payment of the premium, in reliance upon the Application, and subject to the Declarations and the terms and conditions of this policy, the Insured and the Company agree as follows:

### SECTION I – INSURING AGREEMENTS AND SUPPLEMENTAL PAYMENTS

Refer to those amounts shown in Item 4. of the Declarations to determine the coverage afforded.

#### A. PROFESSIONAL LIABILITY

The **Company** shall pay on behalf of the **Insured** those **Damages** and **Claim Expenses**, in excess of the applicable retention, that the **Insured** is legally obligated to pay:

1. As a result of a **Claim** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** for a **Professional Service Wrongful Act**; and
2. Provided that such **Professional Service Wrongful Act** first occurs:
  - a. On or after the **Retroactive Date**; and
  - b. Prior to the end of the **Policy Period**.

#### B. SUPPLEMENTAL PAYMENTS

The **Company** shall reimburse the **Insured** in connection with a covered **Claim** for:

1. **Claim Attendance Expenses**; and
2. Defense of **Disciplinary Proceedings**.

### SECTION II – DEFENSE AND SETTLEMENT OF CLAIMS

- A. The **Company** will have the right and duty to defend a covered **Claim** brought against an **Insured**, even if the allegations are groundless, false or fraudulent.
- B. The **Company** will have the right to appoint a lawyer on the **Insured's** behalf and to investigate and settle any **Claim** the **Company** deems necessary. However, the **Company** will not settle a **Claim** without the **Insured's** written consent. Such consent must not be unreasonably withheld. If the **Company** recommends a settlement of a **Claim** which is acceptable to the claimant, but to which the **Insured** refuses consent, then the **Company's** obligation to pay **Damages** and **Claim Expenses** on account of such **Claim** will not exceed the sum of:
  1. The amount for which the **Claim** could have been settled;
  2. Plus **Claim Expenses** incurred prior to the date of such settlement offer;
  3. Plus fifty percent (50%) of all subsequent covered **Damages** and **Claim Expenses** combined that are incurred after the date of the **Insured's** refusal to consent to such settlement. The remaining fifty percent (50%) of all subsequent covered **Damages** and **Claims Expenses** will be borne by the **Insureds** uninsured and at their own risk.

However, this provision does not apply to any potential settlement that is within the Retention.

#### C. No **Insureds** shall:

1. Settle any **Claim**;

2. Incur any **Claim Expenses**; or
  3. Otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Company's** prior written consent. Such consent shall not be unreasonably withheld.
- D. The **Company** shall not be obligated to investigate, defend, pay or settle any **Claims** after:
1. Any applicable Limit of Liability has been exhausted; or
  2. The **Company** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction.

In either such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.

### SECTION III – LIMITS OF LIABILITY

- A. The Aggregate Limit of Liability as shown in Item 3. of the Declarations is the **Company's** maximum liability for all **Damages** and **Claims Expenses** resulting from **Claims**, regardless of the number of claims.
- B. The Limit of Liability shown in Item 4.A. of the Declarations is the **Company's** maximum liability for all **Damages** and **Claim Expenses** resulting from each **Claim**.
- C. The Limit of Liability shown in Item 4.B.1. of the Declarations is the **Company's** maximum liability for the defense of **Disciplinary Proceedings** resulting from each **Claim**.
- D. The Limit of Liability shown in Item 4.B.2. of the Declarations is the **Company's** maximum liability for all **Claim Attendance Expenses** resulting from each **Claim**.
- E. All **Claims** alleging, based upon, arising out of, or attributable to the same **Professional Service Wrongful Act** or **Related Professional Service Wrongful Act** shall be deemed to be a single **Claim** regardless of whether made against one **Insured** or multiple **Insureds**. Such **Claim** shall be deemed to have been first made on the date the first of such **Claims** is made against any **Insured**, regardless of whether such date is before or during the **Policy Period**.
- F. The **Company's** Limits of Liability for any applicable **Extended Reporting Period** shall be part of, and not in addition to, the **Company's** Limits of Liability for the **Policy Period**.
- G. **Claim Expenses** are part of, and not in addition to, the Limits of Liability shown in Items 3. and 4. of the Declarations.
- H. **Claim Attendance Expenses** and defense of **Disciplinary Proceedings** are in addition to and are not part of the Aggregate Limit of Liability shown in Item 3. of the Declarations.

### SECTION IV – RETENTION AND REIMBURSEMENT

#### A. Retention

1. Subject to all other terms and conditions of this policy, the **Company** shall only be liable for the for the amount of **Damages** and **Claim Expenses**:
  - a. Arising from each **Claim**; and
  - b. Which are in excess of the applicable retention amount shown in Item 4. of the Declarations.The retention amount shall be borne by the **Insureds** and remain uninsured.
2. **Claim Attendance Expenses** and defense of **Disciplinary Proceedings** are not subject to any retention amount.
3. A single retention amount shall apply to **Damages** and **Claim Expenses** arising from all **Claims** alleging, based upon, arising out of, or attributable to the same **Professional Service Wrongful Act** or **Related Professional Service Wrongful Act**.

#### B. Reimbursement

If the **Company** has paid:

1. Any amounts in excess of any applicable Limit of Liability;

2. Any amounts in connection with **Claims** for which this policy does not afford coverage; or
  3. Part or all of the retention,
- the **Company** will have the right to seek recovery from the **Insured Entity** for any such amounts.

## SECTION V – EXCLUSIONS

This policy does not provide coverage for any **Claim** or coverage for any amounts:

### A. Bodily Injury Or Property Damage

For, based upon or arising out of:

1. **Bodily Injury**. However, this exclusion does not apply to mental injury, mental anguish or emotional distress which results directly from a **Professional Service Wrongful Act** that gives rise to a **Claim**; or
2. **Property Damage**.

### B. Business Practices

Based upon or arising out of:

1. False, deceptive or misleading **Advertising**;
2. Any contests, discounts, coupons, rebates, prizes, games of chance, sweepstakes, awards or other incentives;
3. Unfair competition, unfair business or unfair trade practices, antitrust violations;
4. Gain, profit or advantage to which any **Insured** is not legally entitled;
5. Violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act or any similar federal, state or local statutes; or
6. Any commingling of, or failure to segregate, funds or assets by any **Insured**.

### C. Contracts

For, based upon or arising out of any breach of contract, representation, warranty or guarantee. However, this exclusion does not apply to **Claims** based upon liability the **Insured** would have in the absence of such contract or agreement, including any **Claim** based upon or arising out of allegations of a breach of an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards.

### D. Deliberate Acts

Based upon or arising out of any act, error or omission that is:

1. Dishonest;
2. Fraudulent;
3. Criminal;
4. Malicious; or
5. Intentionally committed by an **Insured** while knowing it was wrongful or unauthorized.

However, this exclusion shall not apply **Claim Expenses** or the **Company's** duty to defend any such **Claim** until there is a final, non-appealable adjudication against the **Insured** with respect to such conduct or violation. The **Insured** shall reimburse the **Company** at that time for any **Claim Expenses** paid by the **Company**.

No conduct pertaining to any **Individual Insured** shall be imputed to any other **Individual Insured**. Any conduct pertaining to any past, present or future **Senior Executive** shall be imputed to the **Named Insured** or **Subsidiary**.

### E. Discrimination And Employment Practices

Based upon or arising out of:

1. Harassment, misconduct or discrimination because of or relating to:
  - a. Race, color, national origin, religion, marital status or age;
  - b. Gender, or sexual orientation or preference; or
  - c. Physical or mental condition; or
2. Any wrongful employment practice.

**F. Governmental Authority**

Based upon or arising out of actions, decisions, orders or proceedings by any federal, state or local government entity, including the Federal Trade Commission or Federal Communications Commission, or made by any federal, state or local governmental entity. However, this exclusion shall not apply to any **Claim** made against an **Insured** by a governmental entity solely in its capacity as a client of such **Insured**.

**G. Insured Versus Insured**

Made by, on behalf of, or for the benefit of any:

1. **Insured**;
2. Joint venture of an **Insured Entity**;
3. Entity in which the **Insured** is a partner, including any entity directly or indirectly controlled, operated or managed by the **Insured**; or
4. Parent company of the **Named Insured**.

**H. Intellectual Property**

Based upon or arising out of any actual or alleged:

1. Infringement;
2. Contributory infringement;
3. Misappropriation;
4. Violation; or
5. Theft

of any intellectual property rights by the **Insured**, including, but not limited to patent, copyright or trademark, service mark, trade dress, trade secret or trade slogan.

**I. Pollution**

Based upon or arising out of:

1. The actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal, or disposal of **Pollutants**; or
2. Any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**, or any voluntary decision by the **Insured** to do so.

**J. Prior Acts And Notice**

Based upon or arising out of:

1. Any act, error, omission, incident or event that first occurred prior to the earlier of:
  - a. The effective date of this policy; or
  - b. The effective date of the first policy issued by the **Company** of which this policy is a continuous renewal or a replacement,

provided that any **Senior Executive** knew or reasonably could have foreseen that such act, error, omission, incident or event did or could lead to a **Claim**.

2. Any:

- a. **Claim** which is subject to any written notice given and accepted under any other policy;
  - b. Fact, circumstance or situation which has been the subject of any written notice given and accepted under any other policy; or
  - c. **Related Professional Service Wrongful Act** which is subject to any written notice given under any other policy
- before the effective date of this policy.

**K. Professional Services**

Based upon or arising out of providing or failing to provide any of the following services:

1. Accounting;
2. Actuarial;
3. Architectural;
4. Broker/dealer services;
5. Certified financial planner;
6. Engineering;
7. Health care;
8. Legal;
9. Licensed insurance agent or broker; or
10. Securities or investment advisor.

**L. Securities Law And ERISA Violations**

For any actual or alleged violation of:

1. The Securities Act of 1933;
2. The Securities Exchange Act of 1934;
3. The Investment Advisers Act of 1940;
4. Any state blue sky or securities law;
5. Any provisions of the Employee Retirement Income Security Act of 1974 (ERISA); or
6. Any similar state or federal law or any amendment of or addition to such laws or any violation of any order, ruling or regulation issued pursuant to any of the laws listed in this Exclusion L..

**M. Unlawful Collection**

Based upon or arising out of any:

1. Unlawful or unauthorized collection, acquisition or use of any non-public, personally identifiable information or confidential corporate information; or
2. Failure to comply with legal requirements or obligations relating to a person's consent to the acquisition, collection, or use of any non-public, personally identifiable information or confidential corporate information.

**N. Unsolicited Communication**

For any actual or alleged violation of:

1. The Telephone Consumer Protection Act;
2. The Can-Spam Act of 2003; or
3. Any other federal, state, local, or foreign statute, ordinance or regulation relating to unsolicited communications including but not limited to telemarketing, emails, faxes, text messages, or any other forms of communication.



## SECTION VI – CONDITIONS

### A. Action Against The Company

No action will lie against the **Company** unless, as a condition precedent:

No person or organization shall have any right under this policy to join the **Company** as a party to any action against the **Insured** to determine the liability of such **Insured**, nor shall the **Company** be impleaded by any **Insured** or its legal representatives.

### B. Allocation

In the event that the **Insured** incurs **Damages** or **Claim Expenses** that are both covered and not covered by this policy, either because the **Claim** includes both:

- a. Covered and uncovered matters; or
- b. Insured and uninsured parties,

All **Damages** and **Claim Expenses** incurred by the **Insured** will be allocated by the **Company** between covered and uncovered **Damages** and **Claim Expenses**. Such allocation will be based upon the relative legal and financial exposures of the parties to such matters.

### C. Alteration, Assignment And Headings

1. Notice to any agent or knowledge possessed by any agent or by any other person shall not:
  - a. Affect a waiver or a change in any part of this policy; or
  - b. Prevent the **Company** from asserting any right under the terms of this policy.
2. No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an authorized representative of the **Company**.
3. The titles and headings to the various parts, sections, subsections and endorsements of the policy are included solely for ease of reference and do not in any way limit, expand, serve to interpret, or otherwise affect the provisions of such parts, sections, subsections or endorsements.
4. Any reference to the singular shall include the plural and vice versa.

### D. Assistance And Cooperation

The **Insureds** shall cooperate with the **Company** and provide to the **Company** all information and assistance which the **Company** reasonably requests, including:

1. Attending hearings, depositions and trials;
2. Assistance in effecting settlements;
3. Securing and giving evidence;
4. Obtaining the attendance of witnesses; and
5. Assisting the defense of any **Claim** covered by this policy.

An **Insured** will do nothing that in any way increases the **Company's** exposure under this policy or in any way prejudices the **Company's** potential or actual rights of recovery.

Failure to cooperate with the **Company** in the defense of a **Claim** or in the investigation of a **Claim** is a breach of this policy and will result in loss of coverage.

### E. Authorization

By acceptance of this policy, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to:

1. The giving of notice of a **Claim**;
2. The giving or receiving of notice of termination or non-renewal;
3. The payment of premiums;

4. The receiving of any premiums that may become due under this policy;
5. The agreement to and acceptance of endorsements;
6. Consenting to any settlement;
7. Exercising the right to the **Extended Reporting Period**; and
8. The giving or receiving of any other notice provided for in this policy,

All **Insureds** agree that the **Named Insured** shall so act on their behalf.

#### F. Bankruptcy

The bankruptcy or insolvency of the **Insured** will not relieve the **Company** of its obligation under this insurance.

#### G. Legal Representatives, Spouses And Domestic Partners

The legal representatives, estate, heirs, spouse and any domestic partner of any **Individual Insured** will be considered to be an **Insured** under this policy:

1. But only for a **Claim** against such person arising solely out of their status as such; and
2. With respect to a spouse or domestic partner, only where such **Claim** seeks amounts from:
  - a. Marital community;
  - b. Jointly held property; or
  - c. Property transferred from such **Insured** to his or her spouse or domestic partner.

No coverage is provided for any act, error or omission committed by any legal representative, estate, heir, spouse or domestic partner.

#### H. Material Changes In Exposure

##### 1. Acquisition Or Creation Of Another Entity

If, during the **Policy Period**, the **Named Insured**:

- a. Acquires voting securities in another entity or creates another entity, which results in the **Named Insured** becoming a **Subsidiary**; or
- b. Acquires any entity by merger into or consolidation with the **Named Insured**;

then the **Named Insured** will give written notice to the **Company** no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **Policy Period**, provided that:

- c. The newly created or acquired **Subsidiary** has substantially similar business operations;
- d. The newly created or acquired **Subsidiary's** gross revenue is equal to or less than 15% of the total gross revenue the **Named Insured** has listed on the **Application**; and
- e. Prior to the effective date of such acquisition or creation, no **Senior Executive** of the **Named Insured** or of the acquired or created organization, knew of any **Claim**.

If the newly created or acquired **Subsidiary** does not qualify for automatic coverage due to any of the conditions in paragraphs 1.c., 1.d. or 1.e. of this Condition H., then coverage will only be provided until the end of the **Policy Period** or for sixty (60) days, whichever is earlier. Upon receipt of notice of such acquisition or creation, the **Company** may, at its sole option, agree to appropriately endorse the policy subject to an additional premium and/or a change in terms and conditions. If the **Named Insured** does not agree to the additional premium and/or a change in terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate sixty (60) days after the effective date of such acquisition or creation, or at the end of the **Policy Period**, whichever is the earlier.

##### 2. Acquisition Of The Named Insured

If, during the **Policy Period**, any of the following occurs:

- a. The acquisition of the **Named Insured** or substantially all of its assets by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
- b. The obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty percent (50%) of the directors, trustees, managers, members of the Board of Managers, management or executive committee members or equivalent positions of the **Named Insured**,

then coverage under this policy will continue in full force and effect until termination of this policy, but only with respect to **Claims** taking place before such change. Coverage under this policy will cease as of the effective date of such change with respect to **Claims** taking place after such change. This policy may not be cancelled after the effective time of the change, and the entire premium for this policy shall be deemed earned as of such time.

#### I. Notice

1. An **Insured** shall, as a condition precedent to such **Insured's** rights under this policy, give to the **Company** written notice of any **Claim** as soon as practicable after any **Senior Executive** becomes aware of such **Claim**, but in no event later than:

- a. Sixty (60) days after the expiration of the **Policy Period**; or
- b. The expiration of the **Extended Reporting Period**, if applicable,

provided that if the **Company** sends written notice to the **Named Insured**, stating that this policy is being terminated for non-payment of premium, an **Insured** shall give to the **Company** written notice of such **Claim** prior to the effective date of such termination.

2. If, during the **Policy Period**, any **Senior Executive** first becomes aware of any circumstance which may reasonably give rise to a future **Claim**, the **Insured** must provide written notice to the **Company** as soon as practicable during the **Policy Period**. Such notice must include the:

- a. Nature of the act that gave rise to the **Claim**;
- b. Identity of the **Insureds** allegedly involved;
- c. Circumstances by which the **Insureds** first became aware of the **Professional Services Wrongful Act**;
- d. Identity of the actual or potential claimants;
- e. Foreseeable consequences of the **Professional Services Wrongful Act**; and
- f. Nature of the potential **Claim**.

Any **Claim** which arises out of such **Professional Services Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Company**. The **Company** will not pay for **Damages** or **Claim Expenses** incurred prior to the time such **Professional Services Wrongful Act** results in a **Claim**.

3. All notices of any **Claim** shall be given to the **Company** at the physical address or email address shown in Item 9.A. of the Declarations.

Notice given as set out in this Condition I. shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier. When any such notices are sent to the physical address, such notices shall be sent by prepaid express courier or certified mail properly addressed to the appropriate party.

#### J. Other Insurance

The insurance under this policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this policy.

#### K. Representations

The **Company** has relied upon the **Application** in issuing this policy. The **Insured** warrants that the content of the materials provided to the **Company** are true, accurate and complete and are material to the **Company's** acceptance of the risk to which the policy applies. Any material misrepresentation, concealment

or misstatement by the **Insured** shall render the policy null and void with respect to:

1. Any **Individual Insured** who knew of such material misrepresentation, concealment or misstatement; and
2. The **Named Insured**, if a **Senior Executive** knew of such material misrepresentation, concealment or misstatement,

and shall relieve the **Company** of all obligations and liability arising from this policy with regard to such **Insured** parties

#### L. Subrogation

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery. The **Insured** shall do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable the **Company** to bring suit in the **Insured's** name. The **Insured** shall not do anything after an accident or event which may give rise to a **Claim** under this policy to prejudice such subrogation rights without first obtaining the **Company's** consent.

Any recoveries shall be applied:

1. First to subrogation expenses;
2. Second to **Damages** and **Claim Expenses** paid by the **Company**; and
3. Lastly to the retention.

Any additional amounts recovered shall be paid to the **Named Insured**.

#### M. Termination Of This Policy

1. This policy may be canceled by the **Named Insured** by giving written notice to the **Company**, stating the effective date of such cancellation. If this policy is terminated by the **Named Insured**, the **Company** shall refund the unearned premium computed pro rata.
2. The **Company** may cancel this policy by mailing to the **Named Insured** written notice stating the effective date of cancellation at least:
  - a. Ten (10) days prior to the effective date of cancellation if the **Company** cancels for nonpayment of premium or fraud or material misrepresentation; or
  - b. Sixty (60) days prior to the effective date of cancellation if the **Company** cancels for any other reason.
3. The **Company** has no obligation to renew the policy. In the event the **Company** elects not to renew the policy, written notice shall be provided to the **Named Insured** at least sixty (60) days prior to the expiration of the **Policy Period**.

Written notice of cancellation or non-renewal as described in paragraphs 2. and 3. of this Condition will be mailed to **Named Insured** at the address shown in Item 1. of the Declarations. Where permitted by applicable law, the **Company** may provide such written notice of cancellation or non-renewal by electronic transmission. The mailing of such notice shall be sufficient proof of notice, and this policy shall terminate at the date and hour specified in such notice.

#### N. Territory And Valuation

1. Where legally permissible, coverage provided under this Policy shall extend to **Claims** taking place, brought or maintained anywhere in the world.
2. All amounts stated in this Policy are expressed and payable in United States dollars. If a judgment rendered or settlement entered into under this policy are stated in a currency other than United States dollars, then payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date:
  - a. The final judgment is rendered; or
  - b. The settlement payment is established.

#### SECTION VII – EXTENDED REPORTING PERIOD

- A. The **Insured** shall have the right, upon payment of the additional premium shown in Item 7.A. of the Declarations and subject to the terms specified in Paragraphs **B - E** of this Section VII, to a continuation of the coverage granted by this policy for an **Extended Reporting Period** shown in Item 7.B. of the Declarations following the effective date of such termination or non-renewal if:
1. The **Company** terminates or does not renew this policy (for reasons other than material misrepresentation in the **Application** or for failure to pay a premium when due); or
  2. The **Insured** terminates or does not renew this policy and does not obtain replacement coverage as of the effective date of such termination or non-renewal.
- B. Coverage for the **Extended Reporting Period** shall be only for:
1. A **Claim** first made against the **Insured** during the **Extended Reporting Period**; and
  2. Arising from a **Professional Services Wrongful Act** committed by an **Insured**:
    - a. After the **Retroactive Date**; and
    - b. Prior to the end of the **Policy Period**.

The **Insured** must provide written notice to the **Company** of its intent to purchase the **Extended Reporting Period** and provide payment of the additional premium shown in Item 7.A. of the Declarations within thirty (30) days following the effective date of termination or non-renewal.
- C. The **Extended Reporting Period** is non-cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
- D. The **Extended Reporting Period** shall not increase or reinstate any Limits of Liability. The Limits of Liability shown in Item 3 and Item 4 of the Declarations shall apply to both the **Policy Period** and the **Extended Reporting Period**, combined.
- E. A change in policy terms, conditions, exclusions or premiums shall not be considered a non-renewal for purposes of triggering the rights to the **Extended Reporting Period**.

#### SECTION VIII – DEFINITIONS

Whenever appearing in bold in this policy, the following terms have the meanings set forth below.

- A. **Additional Insured** means a person or entity that the **Insured** has agreed in writing to add as an additional insured under this policy, but only for a **Professional Service Wrongful Act** committed by the **Insured**.
- B. **Advertising** means:
1. The publicity or promotion of the **Insured's** products or services to existing or potential consumers; or
  2. Establishing the **Insured's** market brand or identity in the marketplace.
- C. **Application** means:
1. All applications;
  2. Any attachments to such applications; and
  3. All other information and materials submitted to the **Company** by or on behalf of the **Insured** in connection with the **Company** underwriting:
    - a. This policy; or
    - b. Any policy of which this policy is a direct renewal or replacement.

All such applications, assessments, attachments, information and materials are deemed attached to and incorporated into this policy.
- D. **Bodily Injury** means physical injury, sickness, disease or death sustained by a person, including mental injury, mental anguish or emotional distress, whether or not resulting from such injury, sickness, disease or death.
- E. **Claim** means:
1. A written demand first received by the **Insured** for monetary or non-monetary relief; or

2. The commencement of a civil proceeding, arbitration, any alternative dispute resolution proceeding or **Disciplinary Proceeding**,

including any associated appeal, alleging the **Insured** or another party for whom the **Insured** is legally liable committed a **Professional Service Wrongful Act**.

**F. Claim Attendance Expenses** means the **Insured's** actual loss of earnings and reasonable expenses incurred to attend hearings, depositions and trials at the request of the **Company** in connection with the defense of any covered **Claim**.

**G. Claim Expenses** means reasonable and necessary:

1. Legal fees, mediation costs, arbitration expenses, expert witness fees, and other fees and costs incurred:
  - a. By the **Company**; or
  - b. By the **Insured** with the **Company's** consentIn the investigation and defense of a **Claim**; and
2. Premiums for any appeal bond, attachment bond or similar bond, although the **Company** shall have no obligation to apply for or furnish such bond;

**Claim Expenses** shall not include wages, salaries or other compensation of **Senior Executives**, or employees of the **Company** or any **Insured**.

**H. Company** means the insurance company stated on the Declarations page.

**I. Damages** mean:

1. Compensatory damages for which the **Insured** is legally liable, any award of prejudgment or post-judgment interest, awards, or settlements negotiated with the approval of the **Company**; and
2. Punitive or exemplary damages or the multiple portion of any multiplied damage award pursuant to applicable law which most favors coverage for such damages unless such damages are uninsurable by law.

**Damages** do not include:

- a. Fines or penalties, taxes, loss of tax benefits, or sanctions assessed against any **Insured**;
- b. Costs to comply with orders granting non-monetary or injunctive relief;
- c. Return or offset of fees, charges or commissions charged by or owed to the **Insured** for goods or services already provided or contracted to be provided;
- d. Any amounts attributable to loss of, theft of or the fluctuation in the value of, monies or securities;
- e. Disgorgement or unjust enrichment or profits;
- f. Liquidated damages to the extent such liquidated damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
- g. Any amounts for which the **Insured** is not liable or for which there is no legal recourse against the **Insured**;
- h. Any credits, refunds, discounts, coupons, prizes, awards or other incentives offered by the **Insured**;  
or
- i. The costs of completing, correcting, performing or re-performing **Professional Services**;

in determining the insurability of punitive or exemplary damages, or the multiplied portion of any multiplied damage award, the law of the jurisdiction most favorable to the insurability of those damages will apply. If the **Named Insured** reasonably determines that punitive or exemplary damages are insurable, the **Company** will not challenge that determination.

**J. Disciplinary Proceeding** means any action, investigation or request for information by a regulatory or disciplinary official, board or agency to oversee, investigate or institute actions regarding the **Insured's** professional misconduct in the performance of **Professional Services**.

- K. Extended Reporting Period** means the period of time stated in Item 7. of the Declarations, subject to Section VII – Extended Reporting Period.
- L. Individual Insured** means, individually and collectively:
1. An **Insured Entity's** stockholders, but solely for their liability as stockholders;
  2. An **Insured Entity's** current or former partners, officers, directors and employees, including seasonal and temporary volunteers, but only with respect to their activities within the scope of their duties in their capacity as such; and
  3. A natural person performing services or duties within the scope of their written agreement with an **Insured Entity** and for whom the **Insured Entity** is legally liable, but only:
    - a. While acting within the scope of such person's duties performed on behalf of the **Insured Entity**; and
    - b. At the **Insured Entity's** election upon notifying the **Company** of a **Claim**.
- M. Insured** means, individually and collectively, an:
1. **Insured Entity**;
  2. **Individual Insured**; or
  3. **Additional Insured**.
- N. Insured Entity** means the **Named Insured** and any **Subsidiary**.
- O. Interrelated Claim** means all **Claims** arising out of a single **Professional Service Wrongful Act** or **Related Professional Service Wrongful Acts**.
- P. Named Insured** means the entity stated in Item 1. of the Declarations.
- Q. Personal Injury** means:
1. Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
  2. False arrest, detention or imprisonment; or
  3. Malicious prosecution.
- R. Policy Period** means the period of time shown in Item 2. of the Declarations, beginning on the effective date and expiring on the date of termination, expiration or cancellation of this policy, whichever is earliest.
- S. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, radioactive matter, nuclear radiation or materials, asbestos, asbestos products or waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- T. Professional Services** means those professional services performed for others as specified in Item 6. of the Declarations.
- U. Professional Service Wrongful Act** means the following conduct by an **Insured** or by a person or entity for which an **Insured** is legally liable, in the performance of **Professional Services**:
1. Any negligent act, error or omission, including any negligent act, error or omission resulting in a breach of contract;
  2. Any act, error or omission giving rise to **Personal Injury**;
  3. Libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct; or
  4. Invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness.
- V. Property Damage** means physical injury to tangible property, including resulting loss of use of that property. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.

**W. Related Professional Service Wrongful Act** means all **Professional Service Wrongful Acts** which:

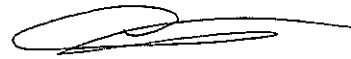
1. Are the same, related or continuous;
2. Arise from a common nexus of fact, circumstance, situation, event or cause; or
3. Are a series of related facts, circumstances, situations, events or causes.

**X. Retroactive Date** means the date stated in Item 5. of the Declarations.

**Y. Senior Executive** means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief privacy officer, chief financial officer, chief executive officer or organizational equivalent.

**Z. Subsidiary** means any entity:

1. In which more than fifty percent (50%) of the outstanding securities or voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers or equivalent positions of such entity are owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**;
2. In which the **Named Insured** has management control and has recognized the revenue in the **Application**.



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Authorized Representative



**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 04 31 08 20**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONSUMER FINANCIAL PROTECTION BUREAU (CFPB) CLAIM EXPENSES  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

SCHEDULE	
CFPB Claim Expenses Sublimit	\$150,000

- A. Paragraph B. of Section I – Insuring Agreements And Supplemental Payments is amended by the addition of the following:

The **Company** shall reimburse the **Insured** for those **Claim Expenses**, in excess of the applicable retention:

1. As a result of a **CFPB Matter** first made against the **Insured** during the **Policy Period** or any applicable **Extended Reporting Period** for a **Professional Service Wrongful Act**; and
2. Provided that such **Professional Service Wrongful Act** first occurs:
  - a. On or after the **Retroactive Date**; and
  - b. ParagPrior to the end of the **Policy Period**.

- B. Section III – Limits Of Liability is amended by the addition of the following:

The maximum limit of liability for all **Claim Expenses** resulting from a **CFPB Matter** shall be the dollar amount shown in the Schedule of this endorsement, regardless of the number of **CFPB Matters**. **Claim Expenses** resulting from a **CFPB Matter** are part of, and not in addition to, the Limits of Liability shown in Items 3. and 4.A. of the Declarations.

- C. Section IV – Retention And Reimbursement is amended by the addition of the following:

The retention shown in Item 4.A. of the Declarations shall apply to each **CFPB Matter** for any coverage provided by this endorsement.

- D. Section VIII – Definitions is amended by the addition of the following:

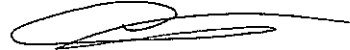
**CFPB Matter** means

1. A subpoena issued to an **Insured** by the CFPB, pursuant to Section 1052 of the Act, for attendance, testimony of witnesses, or the production of documents or other material;
2. A civil investigative demand issued by the CFPB, pursuant to Section 1052 of the Act and received by an **Insured**;
3. A hearing or adjudication proceeding with respect to an **Insured** conducted by the CFPB pursuant to Section 1053 of the Act; or

4. Any civil action commenced by the CFPB, pursuant to Section 1054 of the Act, against an **Insured**, including any associated appeals.

For the purposes of this definition, CFPB means the Consumer Financial Protection Bureau pursuant to Section X of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 12 U.S.C. Section 5301 (the "Act").

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 04 34 08 20**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **THEFT OF FUNDS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

<b>SCHEDULE</b>	
Theft of Funds Sublimit	\$100,000

- A.** Paragraph B. of Section I – Insuring Agreements And Supplemental Payments is amended by the addition of the following:

The **Company** shall reimburse the **Insured** for **Damages** and **Claim Expenses**, in excess of the applicable retention, as a result of a **Claim** first made against the **Insured**:

1. During the **Policy Period** or any applicable **Extended Reporting Period**; and
2. Arising out of the **Theft of Funds of Others**.

Such **Theft of Funds of Others** must first occur:

- a. On or after the **Retroactive Date**; and
- b. Prior to the end of the **Policy Period**,

provided that no **Insured** had knowledge of such **Theft of Funds of Others** prior to the effective date of this policy.

- B.** Section III – Limits Of Liability is amended by the addition of the following:

The maximum limit of liability for all **Damages** and **Claim Expenses** resulting from the **Theft of Funds of Others** shall be:

1. The dollar amount shown in the Schedule of this endorsement, regardless of the number of **Insureds** or **Claims**; and
2. Part of, and not in addition to, the Limits of Liability shown in Items 3. and 4.A. of the Declarations.

- C.** Section IV – Retention And Reimbursement is amended by the addition of the following:

The Retention shown in Item 4.A. of the Declarations shall apply to any coverage provided by this endorsement.

- D.** Section VIII – Definitions is amended by the addition of the following:

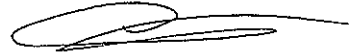
**Theft of Funds of Others** means the theft, stealing, conversion or misappropriation of funds that the **Insured** does not own, but that are in the **Insured's** care, custody or control.

- E.** Solely with the respect to the coverage provided by this endorsement, Paragraph I.d. of Section VIII – Definitions is deleted and replaced by the following:

**Damages** do not include:

- d. Any amounts attributable to loss of, theft of or the fluctuation in the value of, monies or securities. However, this exception shall not apply to **Theft of Funds of Others**.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 04 51 08 20**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CYBER INCIDENT RESPONSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

<b>SCHEDULE</b>	
Cyber Incident Response Expense Sublimit	\$50,000

- A. Paragraph B. of Section I – Insuring Agreements And Supplemental Payments is amended by the addition of the following:

The **Company** shall pay **Cyber Incident Response Expenses**, in excess of the applicable retention incurred by the **Insured**, in response to a **Data Breach Wrongful Act** first discovered by any **Senior Executive** during the **Policy Period**.

- B. Section III – Limits Of Liability is amended by the addition of the following:

The maximum limit of liability for all **Cyber Incident Response Expenses** resulting from a **Data Breach Wrongful Act** shall be the dollar amount shown in the Schedule of this endorsement, regardless of the number of **Data Breach Wrongful Acts**. **Cyber Incident Response Expenses** resulting from a **Data Breach Wrongful Act** are part of, and not in addition to, the Limits of Liability shown in Items 3. and 4.A. of the Declarations.

- C. Section IV – Retention And Reimbursement is amended by the addition of the following:

The retention shown in Item 4.A. of the Declarations shall apply to each **Data Breach Wrongful Act** for any coverage provided by this endorsement.

- D. Section VIII – Definitions is amended by the addition of the following:

**Computer Assets** means:

1. Computer hardware, software, firmware, portable devices, and mobile devices;
2. Associated input and output devices, data storage devices, and networking equipment; and
3. Storage area network or other electronic data backup facilities,

including the data stored on any of these.

**Computer System** means the:

1. **Insured's Computer System**; and
2. **Outsource Provider Computer System**.

**Confidential Business Information** means any third party confidential or proprietary information:

1. Provided to an **Insured** and protected under a nondisclosure agreement; or
2. Which an **Insured** is legally responsible to maintain in confidence.

**Cyber Incident Response Expenses** means reasonable and necessary expenses of a **Data Breach Service Provider**, including the following:

1. Retaining the services of a **Data Breach First Responder**;
2. Retaining the services of a third party computer forensics firm to determine the cause and scope of a **Data Breach Wrongful Act**;
3. Retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured**;
4. Retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy or Breach Laws**;
5. Notifying individuals whose **Personally Identifiable Information** has been compromised in a **Privacy Breach** as required by a **Privacy Or Breach Law** or on a voluntary basis;
6. Reporting and communicating as required with any regulatory, administrative or supervisory authority as required by a **Privacy or Breach Law**;
7. Retaining call center services to manage **Privacy Breach** inquiries; or
8. Costs to provide credit or identity monitoring services for up to one (1) year to individuals affected by a **Data Breach Wrongful Act**.

**Data Breach First Responder** means the legal adviser who is:

1. A **Data Breach Service Provider**; and
2. Designated to provide consultative and pre-litigation legal services to an **Insured**.

**Data Breach Service Provider** means a person(s) pre-approved by the **Company** to provide specialist data breach related services as defined under **Cyber Incident Response Expenses**.

**Data Breach Wrongful Act** means:

1. The failure to prevent a **Security Failure**; or
2. A **Privacy Breach**.

**Insured's Computer System** means **Computer Assets** that are leased, owned or operated by an **Insured**.

**Outsource Provider** means:

1. A provider of cloud computing or other hosted computer resources to an **Insured**; or
2. A provider of information technology services required by an **Insured** to operate the **Computer System** as provided in a written contract between such third party and the **Insured**.

**Outsource Provider Computer System** means **Computer Assets** operated for the benefit of an **Insured** by an **Outsourced Provider**.

**Personally Identifiable Information** means the following information collected by the **Insured** that alone or in conjunction can be used to uniquely identify an individual:

1. A natural person's name, e-mail address or social security number;
2. Medical or healthcare data or other protected health information;
3. Driver's license number or state identification number;
4. Credit card number or debit card number;
5. Address or unpublished telephone number;

6. Account number or account histories;
7. Personally identifiable photos, personally identifiable videos, Internet browsing history, biometric records, or passwords; or
8. Other non-public personal information as defined in any **Privacy or Breach Law**.

**Privacy Breach** means:

1. The theft, loss or unauthorized disclosure of **Confidential Business Information** or **Personally Identifiable Information** that is in the care, custody and control of the **Insured** or an **Outsource Provider**;
2. Any unintentional violation by an **Insured** of any **Privacy or Breach Law**, including the unintentional wrongful collection of **Confidential Business Information** or **Personally Identifiable Information**;
3. The actual or alleged failure to reasonably implement privacy or security practices required by any **Privacy or Breach Law**;
4. The actual or alleged failure to comply with the **Insured's** privacy policy and/or privacy notice procedures, provided that no **Senior Executives** knew or had reason to know of any such conduct; and
5. Any actual or alleged failure to provide any required privacy notices in connection with paragraphs 2-4 of this definition.

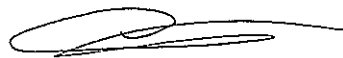
**Privacy or Breach Law** means any local, state, federal, or foreign privacy protection laws, legislation, statutes, or regulations, including but not limited to those which require commercial entities that collect **Confidential Business Information** or **Personally Identifiable Information** to:

1. Post privacy policies;
2. Adopt specific privacy or security controls; or
3. Notify individuals in the event that **Confidential Business Information** or **Personally Identifiable Information** has potentially been compromised.

**Security Failure** means:

1. The intentional hacking, damaging or misuse of the **Computer System** by a third party which results in the loss, alteration, or corruption of software, applications, or electronic data that is part of the **Computer System**;
2. Access to or use of the **Computer System** in a manner that is not authorized by the **Insured**;
3. The transmission of malicious code from the **Insured's Computer System** to a third party computer system that is not owned, operated, or controlled by the **Insured**; or
4. A denial of service attack specifically directed at the **Insured** affecting the computer system.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 20 01 08 20**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INDEPENDENT CONTRACTOR EXTENSION ENDORSEMENT**

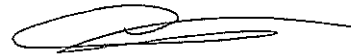
This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

The definition of **Insured** of Section VIII – Definitions is amended by the addition of the following:

**Insured** also means any past or present independent contractor performing services for the **Insured Entity** under a written contract, but solely with respect to such independent contractor's duties on behalf and for the benefit of the **Insured Entity**.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative



**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 20 02 08 20**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL NAMED INSURED ENDORSEMENT**

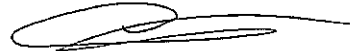
This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

The Declarations is amended to add the following **Named Insured(s)**:

Shoreline Title, LLC

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 21 61 08 20**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TITLE AGENT/ABTRACTOR/ESCROW SERVICES LIMITATION WITH  
NOTARY PUBLIC CARVEBACK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

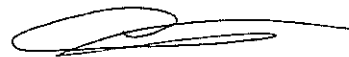
MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

Section V – Exclusions is amended by the addition of the following:

This policy does not provide coverage for any **Claim** or coverage for any amounts based upon or arising out of any:

1. Services as a lawyer or any services which may only be performed by a lawyer;
2. Defect in title:
  - a. Not disclosed in the public record; or
  - b. Of which any **Insured** had actual or constructive knowledge on the date of insurance for such title was issued;
3. Breach of underwriting authority by the **Insured** in their capacity as a title insurance agent;
4. Notary services performed in the absence of the person whose signature is notarized. However, this exclusion shall not apply to an **Insured**:
  - a. Physically located in a state that has adopted Remote Online Notarization legislation; and
  - b. That is acting in compliance with the rules and regulations of such state legislation.
5. Failure to ensure or verify that any construction project has been properly completed;
6. Payment made in connection with a construction project without prior receipt of an architect's certificate, where such certificate is required as a condition of payment;
7. Payment made without prior receipt of an appropriate waiver or release of lien from the general contractor or from the subcontractors involved, where work or materials have been supplied by such subcontractors;
8. Faulty construction workmanship, performed by the **Insured** or the **Insured's** contractors or subcontractors; or
9. Willful or intentional failure on the part of any **Insured** to comply with escrow instructions.

All other terms and conditions of this policy remain unchanged.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
ACMP 24 06 08 20**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED NAMED INSURED WITH RETROACTIVE DATES  
ENDORSEMENT**

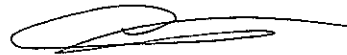
This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY POLICY

The Declarations Page is amended to add the following **Named Insureds** along with the applicable **Retroactive Dates**:

<b>Named Insureds</b>	<b>Retroactive Dates</b>
Bayline Title & Escrow, LLC	1/1/2022

All other terms and conditions of this policy remain unchanged.



\_\_\_\_\_  
Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
SLSOP 10 14**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

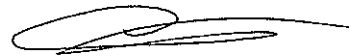
This Policy is subject to the following:

**SERVICE OF PROCESS ENDORSEMENT**

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
IL P 001 01 04**

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## **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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Authorized Representative

**Insured Name:** Home First Title Group LLC  
**Policy Number:** 5DA3PL0000188-01  
**Endorsement Effective:** December 1, 2021

**MISCELLANEOUS  
PROFESSIONAL LIABILITY  
VL AC PH 02 01 21**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

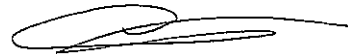
**NOTICE TO POLICYHOLDER – LOSS REPORTING PROCEDURES**

Welcome to Princeton Excess and Surplus Lines Insurance Company. The following outlines our loss-reporting procedures. In the event of a loss or potential loss, please immediately complete and forward a First Notice of Loss on an ACORD Loss Form. If you do not use the ACORD Loss Form, please provide the following information:

- Your Name and Contact Information (including e-mail address)
- Name of Insured/Policy Holder and/or Policy Number
- Contact Details of Insured Representative and Preferred Method of Contact
- Date of Loss
- Location of Loss
- Brief Summary of the Loss
- Contact Name(s) and e-Mail Address(es) for New Loss Acknowledgement Letter

Please remit the above referenced information by one of the following methods:

By email:	<a href="mailto:clmsins@munichreamerica.com">clmsins@munichreamerica.com</a>
By Phone:	(866) 311-9636
By Mail:	555 College Road East Princeton, NJ 08543



\_\_\_\_\_  
Authorized Representative



PO Box 2950  
Hartford, CT 06104-2950

November 15, 2021

HOME FIRST TITLE GROUP, LLC  
1655 Crofton Blvd., Suite 201  
CROFTON, MD 21114

Re: Important Information about Claims Information Line

Dear HOME FIRST TITLE GROUP, LLC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



P.O. Box 2950  
Hartford, CT 06104-2950

11/15/2021

HOME FIRST TITLE GROUP, LLC

1655 Crofton Blvd., Suite 201  
CROFTON, MD 21114

**RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance** ([www.rmplusonline.com](http://www.rmplusonline.com))

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, directors and officers, fiduciary liability, cyber, crime, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

#### Instructions for Registration & Orientation to Risk Management PLUS+ Online®

##### *Registration for Site Administrators:*

The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com).
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP110000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

##### *Learning to Navigate the Site:*

1. Go to [www.rmplusonline.com](http://www.rmplusonline.com). On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.



This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Independent Agent And Broker Compensation Notice**

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For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html).

Or write or call:

**Travelers, Agency Compensation**  
**P.O. Box 2950**  
**Hartford, Connecticut 06104-2950**  
**{866} 904.8348**

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Maryland Underwriting Period Notice**

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The enclosed binder or policy is subject to a 45-day underwriting period beginning on the coverage effective date.

Travelers may adjust your premium for the binder or policy during the underwriting period if a material risk factor is discovered, as long as the risk continues to meet underwriting standards in accordance with the rates and supplementary rating information filed in the state of Maryland. If the premium is adjusted, Travelers will send written notice to the insured stating the amount of the recalculated premium, the reason for the increase or reduction in premium, and the insured's rights to terminate the binder or policy.

Travelers may cancel coverage during the underwriting period if the risk does not meet underwriting standards. If that happens, Travelers will send written Notice of Cancellation advising the insured of the reason for the cancellation and the date that the cancellation is effective.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

## **Maryland Use Of Claims History Notice**

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Travelers may consider the insured's claims history for purposes of canceling or not renewing this policy.



Wrap+®

**CRIME  
DECLARATIONS**

POLICY NO. 106406224

Travelers Casualty and Surety Company of America  
Hartford, Connecticut  
(A Stock Insurance Company, herein called the Company)

<b>ITEM 1</b>	<b>NAMED INSURED:</b>  <b>HOME FIRST TITLE GROUP, LLC</b>  D/B/A:  Principal Address: <b>1655 Crofton Blvd., Suite 201 CROFTON, MD 21114</b>
<b>ITEM 2</b>	<b>POLICY PERIOD:</b>  Inception Date: <b>December 1, 2021</b> Expiration Date: <b>December 1, 2024</b> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
<b>ITEM 3</b>	<b>ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:</b>  Email: <b>BSIclaims@travelers.com</b> Fax: <b>1-888-460-6622</b>  Mail: <b>Travelers Bond &amp; Specialty Insurance Claim</b> <b>P.O. Box 2989</b> <b>Hartford, CT 06104-2989</b>  Overnight Mail: <b>Travelers Bond &amp; Specialty Insurance Claim</b> <b>One Tower Square, S202A</b> <b>Hartford, CT 06183</b>  For questions related to claim reporting or handling, please call <b>1-800-842-8496</b> .
<b>ITEM 4</b>	<b>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b>  Crime

**ITEM 5**

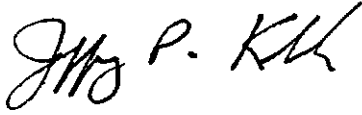
<b>CRIME</b>		
<b>Insuring Agreement</b>	<b>Single Loss Limit of Insurance</b>	<b>Single Loss Retention</b>
<b>A. Fidelity</b>		
1. Employee Theft	\$250,000	\$2,500
2. ERISA Fidelity	\$250,000	\$0
3. Employee Theft of Client Property	Not Covered	
<b>B. Forgery or Alteration</b>	\$250,000	\$2,500
<b>C. On Premises</b>	Not Covered	
<b>D. In Transit</b>	Not Covered	
<b>E. Money Orders and Counterfeit Money</b>	Not Covered	
<b>F. Computer Crime</b>		
1. Computer Fraud	\$250,000	\$2,500
2. Computer Program and Electronic Data Restoration Expense	\$100,000	\$2,500
<b>G. Funds Transfer Fraud</b>	\$250,000	\$2,500
<b>H. Personal Accounts Protection</b>		
1. Personal Accounts Forgery or Alteration	Not Covered	
2. Identity Fraud Expense Reimbursement	Not Covered	
<b>I. Claim Expense</b>	\$5,000	\$0



THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

\_\_\_\_\_  
Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President



Corporate Secretary

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REMOVAL OF SHORT-RATE CANCELLATION ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

In any cancellation, termination or non-renewal provision, any reference to computing a premium on a short rate basis is replaced with a reference to computing such premium on a pro-rata basis.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106406224**

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ACF-7006 Ed. 05-11

© 2011 The Travelers Indemnity Company. All rights reserved.

Page 1 of 1



**CRIME TERMS AND CONDITIONS****PLEASE READ ALL TERMS AND CONDITIONS CAREFULLY****CONSIDERATION CLAUSE**

**IN CONSIDERATION** of the payment of the premium stated in the Declarations, and subject to the Declarations and pursuant to all the terms, conditions, exclusions and limitations of this **Crime Policy**, the Company will pay the **Insured** for direct loss that the **Insured** sustains which is directly caused by a **Single Loss** taking place at any time and which is **Discovered** by the **Insured** during the **Policy Period** or during the Extended Period to Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss.

**I. INSURING AGREEMENTS**

This **Crime Policy** provides coverage under each of the following Insuring Agreements. Notwithstanding the aforesaid, if ITEM 5 of the Declarations indicates that any Insuring Agreement is "*Not Covered*," then such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Crime Policy**.

**A. FIDELITY**

1. Employee Theft

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities and Other Property** directly caused by **Theft** or **Forgery** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** that belongs to an **Employee Benefit Plan**, directly caused by **Theft** or **Forgery** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

3. Employee Theft of Client Property

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** sustained by the **Insured's Client**, directly caused by **Theft** or **Forgery** committed by an identified **Employee**.

**B. FORGERY OR ALTERATION**

The Company will:

1. pay the **Insured** for the **Insured's** direct loss directly caused by **Forgery** or alteration of, on or in any written **Covered Instruments** that are:

- a. made by, drawn by, or drawn upon, the **Insured**, or purport to have been so made or drawn; or
  - b. made or drawn by one acting as the **Insured's** agent, or purport to have been so made or drawn; and
2. reimburse the **Insured** for reasonable legal defense expenses that the **Insured** has paid if the **Insured** is sued for refusing to pay any written **Covered Instrument** under this Insuring Agreement B. on the basis that it has been **Forged** or altered. Reimbursement of such legal expenses is conditioned upon the **Insured's** receipt of the Company's prior written consent to defend against such suit. The amount of any legal expenses reimbursed under Insuring Agreement B. is in addition to the applicable Single Loss Limit of Insurance for Insuring Agreement B.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer is treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement B.

For purposes of this Insuring Agreement B., the term "check" includes a "substitute check" as defined in the Check Clearing for the 21<sup>st</sup> Century Act, and will be treated the same as the original it replaced.

#### C. ON PREMISES

The Company will pay the **Insured** for:

1. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by **Theft**, committed by a person present inside such **Premises** or **Financial Institution Premises**;
2. the **Insured's** direct loss of **Money** or **Securities** located inside the **Premises** or **Financial Institution Premises** directly caused by disappearance, damage or destruction;
3. the **Insured's** direct loss of, or direct loss from damage to, **Other Property** located inside the **Premises**:
  - a. directly caused by an actual or attempted **Robbery**; or
  - b. in a safe or vault, directly caused by an actual or attempted **Safe Burglary**; and
4. the **Insured's** direct loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the **Premises** or is liable for damage to it; or
5. the **Insured's** direct loss of, or loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft**, **Robbery** or **Safe Burglary**, if the **Insured** is the owner of the locked safe, vault, cash register, cash box or cash drawer or is liable for damage thereto.

#### D. IN TRANSIT

1. The Company will pay the **Insured** for the **Insured's** direct loss of **Money** or **Securities** directly caused by **Theft**, disappearance, damage or destruction while in transit outside the **Premises** and in the care and custody of:

- a. a **Messenger**, including while temporarily within the living quarters of a **Messenger**; or
  - b. an armored motor vehicle company.
2. The Company will pay the **Insured** for the **Insured's** direct loss of, or the **Insured's** direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Robbery** while in transit outside the **Premises** and in the care and custody of:
- a. a **Messenger**; or
  - b. an armored motor vehicle company.
3. The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, the **Insured's Other Property** directly caused by an actual or attempted **Theft** of the **Insured's Other Property** while it is temporarily within the living quarters of a **Messenger**.

Coverage under this Insuring Agreement D. begins immediately upon receipt of the **Money, Securities** or **Other Property** by the transporting party and ends immediately upon delivery to the designated recipient or its agent.

#### **E. MONEY ORDERS AND COUNTERFEIT MONEY**

The Company will pay the **Insured** for the **Insured's** direct loss directly caused by the **Insured's** good faith acceptance of:

1. original money orders, issued or purportedly issued by any post office, express company or bank located in the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises**, that are not paid upon presentation; or
2. **Counterfeit Money**, of the United States of America, its territories and possessions, Canada, or any other country in which the **Insured** maintains a physical **Premises** that is acquired during the regular course of business;

in exchange for merchandise, **Money** or services.

#### **F. COMPUTER CRIME**

1. Computer Fraud

The Company will pay the **Insured** for the **Insured's** direct loss of, or direct loss from damage to, **Money, Securities** and **Other Property** directly caused by **Computer Fraud**.

2. Computer Program and Electronic Data Restoration Expense

The Company will pay the **Insured** for reasonable **Restoration Expense** that the **Insured** incurs to restore or replace damaged or destroyed **Computer Programs** or **Electronic Data** stored within the **Insured's Computer System** directly caused by a **Computer Violation**.

For purposes of this Insuring Agreement F.2., a **Single Loss** involving **Computer Program** and **Electronic Data Restoration Expense** applies to reasonable **Restoration Expense** incurred by the **Insured** between the time the **Insured Discovers** the damage or destruction and the time the

**Insured's Computer Program or Electronic Data** is restored to the level of operational capability that existed immediately preceding a **Computer Violation**. Recurrence of the same **Computer Virus** after the **Insured's Computer Program or Electronic Data** has been restored constitutes a separate **Single Loss**.

Payment of reasonable **Restoration Expense** applies:

- a. only to **Computer Programs and Electronic Data** which the **Insured** owns or leases, or for which the **Insured** is legally liable; and
- b. only if the **Insured** is unable to reproduce such **Computer Programs or Electronic Data** from back-up data copies.

Payment of reasonable **Restoration Expense** will be made to the **Insured** upon the completion of the restoration of the damaged or destroyed **Computer Programs or Electronic Data**.

If a **Single Loss** is covered under both Insuring Agreements F.1. and F.2., then only the Retention for a **Single Loss** under Insuring Agreement F.1. will be applicable and the payment of **Restoration Expense** under Insuring Agreement F.2. will be part of, and not in addition to, the Single Loss Limit of Insurance for Insuring Agreement F.1.

#### G. FUNDS TRANSFER FRAUD

The Company will pay the **Insured** for the **Insured's** direct loss of **Money** and **Securities** contained in the **Insured's Transfer Account** directly caused by **Funds Transfer Fraud**.

#### H. PERSONAL ACCOUNTS PROTECTION

##### 1. Personal Accounts Forgery or Alteration

The Company will pay the **Insured**, on behalf of the **Insured's Management Staff Member**, for loss incurred by the **Insured's Management Staff Member**, directly caused by **Forgery** or alteration of, on or in any written **Covered Personal Instruments** that are:

- a. drawn upon personal accounts of the **Insured's Management Staff Member**, or purported to have been so drawn; or
- b. made or drawn by one acting as an agent of the **Insured's Management Staff Member**, or purport to have been so made or drawn.

A signature that is a mechanical or electronic reproduction of a handwritten signature produced by a mechanical check-writing machine or a computer printer will be treated the same as a handwritten signature. An **Electronic Signature** is not treated the same as a mechanical or electronic reproduction of a handwritten signature and is not a **Forgery** under this Insuring Agreement H.

For purposes of this Insuring Agreement H.1. the term "check" includes a substitute check as defined in the Check Clearing for the 21<sup>st</sup> Century Act, and will be treated the same as the original it replaced.

##### 2. Identity Fraud Expense Reimbursement

The Company will reimburse the **Insured**, on behalf of the **Insured's Management Staff Member**, for **Identity Fraud Expense** incurred by the **Insured's Management Staff Member** as a direct result of any **Identity Fraud**.

## I. CLAIM EXPENSE

The Company will pay the **Insured** for reasonable **Claim Expenses** incurred and paid by the **Insured** to establish the existence, amount and preparation of the **Insured's** proof of loss in support of a covered claim for loss under any Insuring Agreement of this **Crime Policy**.

The following conditions specifically apply to this Insuring Agreement I.:

1. any **Claim Expenses** payable to the **Insured** are only applicable to any covered loss which exceeds the Single Loss Retention for the Insuring Agreement that is the subject of a claim under this **Crime Policy**;
2. **Claim Expenses** that are payable to the **Insured** are in addition to the Single Loss Limit of Insurance for the Insuring Agreement that is the subject of a claim under this **Crime Policy**; and
3. **Claim Expenses** payable to the **Insured** will be paid to the **Insured** at the same time as the payment of the valid and collectible loss under the Insuring Agreement that is the subject of a claim under this **Crime Policy**.

## II. GENERAL AGREEMENTS

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### A. JOINT INSURED

1. If the **Insured** consists of more than one entity, then the **First Named Insured** acts for itself and for every other **Insured** for all purposes of this **Crime Policy**.
2. If any **Insured**, or a partner or **Management Staff Member** of that **Insured**, has knowledge of any information relevant to this **Crime Policy**, that knowledge is considered knowledge of every **Insured**.
3. An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.
4. The Company will not pay the **Insured** more for loss or losses sustained by more than one **Insured** than the amount the Company would pay if all loss or losses had been sustained by one **Insured**.
5. Payment by the Company to the **First Named Insured** for loss sustained by any **Insured**, or payment by the Company to the **Employee Benefit Plan** for loss sustained under Insuring Agreement A.2, fully releases the Company on account of such loss.
6. If this **Crime Policy** or any of its Insuring Agreements are canceled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if **Discovered** by the **Insured** during the period of time provided in the Extended Period To Discover Loss pursuant to the terms set forth in Section V. CONDITIONS A. GENERAL CONDITIONS 3. Extended Period to Discover Loss; provided, this extended period to discover loss terminates as to that **Insured** immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

### B. ADDITIONAL OFFICES

If the **Insured** establishes any additional offices, other than by consolidation with, merger with, purchase of, or acquisition of assets or liabilities of another organization while this **Crime Policy** is in effect, such offices are automatically covered by this **Crime Policy** from the date of such establishment without the requirement of notice to the Company or the payment of additional premium for the remainder of the **Policy Period**.

### C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS

If, during the **Policy Period**, the **Insured** merges with, purchases or acquires the assets or liabilities of another entity, this **Crime Policy** will provide coverage for that merged, purchased, or acquired entity, subject to all other terms and conditions herein, but only for loss **Discovered** by the **Insured** after the effective date of such merger, purchase, or acquisition; provided, the **Insured** gives the Company written notice of such merger, purchase, or acquisition, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such merger, purchase, or acquisition. Coverage for the merged, purchased, or acquired entity will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company. Any **Employee Benefit Plan** or **Sponsored Plan** acquired as above will be included as **Insureds** as specified in Item 1 of the Declarations.

The 90-day notice requirement and the 90-day limitation of coverage will not apply, provided: (1) the assets of the merged, purchased, or acquired entity do not exceed 30% of the total assets of all **Insureds** as reflected in the **Insured's** most recent fiscal year-end financial statement, or (2) the merger, purchase, or acquisition occurs less than 90 days prior to the end of the **Policy Period**.

### D. ACQUISITIONS

If, during the **Policy Period**, the **Insured** acquires a **Subsidiary**, this **Crime Policy** will provide coverage for such **Subsidiary** and its respective **Management Staff Members**, **Employee Benefit Plans**, and **Sponsored Plans**, subject to all other terms and conditions of this **Crime Policy**, provided written notice of such acquisition has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired **Subsidiary** do not exceed 30% of the **Insured's** total assets as reflected in the **Insured's** most recent fiscal year-end financial statement; or (2) the acquisition occurs less than 90 days prior to the end of the **Policy Period**.

### E. CHANGE OF CONTROL – NOTICE REQUIREMENTS

When the **Insured** learns that a **Change of Control** has taken place as to any **Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

## III. DEFINITIONS

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Wherever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. DEFINITIONS:

#### A. **Change of Control** means:

1. the acquisition of any **Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of any **Insured** into or with another entity such that the **Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate more than 50% of the board of directors or board of managers or to exercise a majority control of the board of directors, board of managers, or a functional equivalent thereof of any **Insured**.

- B. **Claim Expenses** means reasonable fees, costs and expenses of outside accountants, attorneys, consultants or experts retained by the **Insured** to determine the amount and extent of loss covered under this **Crime Policy**. The reasonableness of such expenses will be determined by the Company. The phrase does not mean or include any of the **Insured's** internal corporate fees, costs (direct or indirect), obligations or **Employee** wages and salaries.
- C. **Client** means an entity designated as a **Client** by endorsement to this **Crime Policy** for which the **Insured** performs services as specified in a written agreement, but only while the written agreement is in effect.
- D. **Client's Premises** means the interior of that portion of any building the **Insured's Client** occupies in conducting its business.
- E. **Computer Fraud** means:
- The use of any computer to fraudulently cause a transfer of **Money, Securities** or **Other Property** from inside the **Premises** or **Financial Institution Premises**:
1. to a person (other than a **Messenger**) outside the **Premises** or **Financial Institution Premises**; or
  2. to a place outside the **Premises** or **Financial Institution Premises**.
- F. **Computer Program** means a set of related electronic instructions that direct the operations and functions of a **Computer System** or devices connected to it that enable the **Computer System** or devices to receive, process, store, retrieve, send, create or otherwise act upon **Electronic Data**.
- G. **Computer System** means a computer and all input, output, processing, storage and communication facilities and equipment that are connected to such a device and that the operating system or application software used by the **Insured** are under the direct operational control of the **Insured**. Off-line media libraries are deemed to be part of such **Computer System**.
- H. **Computer Violation** means:
1. a **Computer Virus** designed to damage or destroy a **Computer Program** or **Electronic Data**; or
  2. vandalism by a natural person, including an **Employee**, who has gained unauthorized electronic access to the **Insured's Computer System**.
- I. **Computer Virus** means a set of unauthorized instructions, programmatic or otherwise:
1. directed solely against the **Insured**; and
  2. that propagate themselves through the **Computer System** or networks;
- provided such instructions were maliciously introduced by a natural person.
- J. **Counterfeit** means an imitation of **Money** that is intended to deceive and to be taken as genuine.
- K. **Covered Instruments** means:
1. checks, drafts, promissory notes, bills of exchange or similar written promises, orders or directions to pay a sum certain in **Money**; and
  2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to the **Insured**, the **Insured's Employees** or the **Insured's Management Staff Members** for business purposes.
- L. **Covered Personal Instruments** means:
1. checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in **Money**; and

2. written instruments required in conjunction with any transaction involving any **Credit, Debit or Charge Card** issued to a **Management Staff Member** for personal use.
- M. **Credit, Debit or Charge Card** means any card, plate or other similar device used for the purpose of obtaining **Money**, property, labor or services on credit or for immediate payment. The terms do not mean a note, check, draft, money order or other negotiable instrument.
- N. **Crime Policy** means, collectively, the Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto.
- O. **Digital Signature** means an electronic identifier created by computer, within, attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- P. **Discover, Discovered, or Discovery** means the moment when the **Insured**, any partner in the **Insured**, or **Management Staff Member**:
1. first become(s) aware of facts that would cause a reasonable person to assume that a loss of a type covered by this **Crime Policy** has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or
  2. first receive(s) notice of a claim against the **Insured** alleging facts which, if true, would constitute a loss under this **Crime Policy**,
- whichever occurs first.
- Q. **Electronic Data** means facts or information converted to a form:
1. usable in a **Computer System**;
  2. that does not provide instructions or directions to a **Computer System**; or
  3. that is stored on electronic processing media for use by a **Computer Program**.
- R. **Electronic Signature** means a **Digital Signature**, an electronic sound, symbol or process, within, attached to, or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- S. **Employee** means:
1. any natural person:
    - a. while in the **Insured's** service or for 60 days after termination of service, unless such termination is due to **Theft** or **Forgery** or any other dishonest act committed by the **Employee**;
    - b. who the **Insured** compensates directly by salary, wages or commissions; and
    - c. who the **Insured** has the right to direct and control while performing services for the **Insured**;
  2. any natural person who is temporarily furnished to the **Insured**:
    - a. to substitute for an **Employee** as set forth in paragraph 1. above, who is on medical, military or other leave of absence; or
    - b. to meet seasonal or short-term workload conditions;

while that person is subject to the **Insured's** direction and control and performing services for the **Insured**; provided, any such natural person who has care and custody of property outside the **Premises** is specifically excluded from this definition;



3. any natural person, other than a temporary **Employee** described in paragraph 2. above, who is leased to the **Insured** under a written agreement between the **Insured** and a labor leasing firm, while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
4. any natural person:
  - a. who is a member of the board of directors, member of the board of trustees or **LLC Manager** while acting as a member of any of the **Insured's** elected or appointed committees, including any member of such committee, to perform on the **Insured's** behalf, specific, as distinguished from general, directorial acts;
  - b. who is a non-compensated officer;
  - c. other than a non-compensated fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee** or officer;
  - d. while acting as a non-compensated fund solicitor during fund raising campaigns;
  - e. who is a former **Employee**, member of the board of directors, partner, **LLC Manager**, or member of the board of trustees retained as a consultant while that person is subject to the **Insured's** direction and control and performing services for the **Insured**;
  - f. who is a guest student or intern pursuing studies or duties in any of the **Insured's** offices or **Premises**; while such person is subject to the **Insured's** direction and control and performing services for the **Insured**;
  - g. who is a volunteer, while such person is subject to the **Insured's** direction and control and is performing services for the **Insured**, or
5. any attorney retained by the **Insured**, and any employee of such attorney, while performing legal services for the **Insured**.

**Employee** also means any individual described in paragraphs 1-5 above while such person is on medical, military, or other leave of absence from the **Insured**. Coverage applies to any such **Employee** while on leave, regardless of whether such person remains subject to the **Insured's** direction and control during the time of leave.

**Employee** does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative or other person of the same general character not specified in paragraphs 1. through 5. above.

- T. **Employee Benefit Plan** means an employee welfare benefit plan or an employee pension benefit plan as more fully set forth in Title 1, Section 3 of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and which is solely sponsored by an **Employee Benefit Plan Sponsor**.
- U. **Employee Benefit Plan Sponsor** means:
1. the **First Named Insured**,
  2. any **Subsidiary**, or
  3. any other entity listed in Item 1. of the Declarations.

V. **Fiduciary** means any natural person who is a trustee, an officer, an **Employee** or an administrator of any **Employee Benefit Plan**; and any person, or a member of the board of directors, an officer, an **Officer-Shareholder**, a member of the board of trustees, an **LLC Manager**, or an **Employee** while that person is handling **Money, Securities** and **Other Property** that belongs to any **Employee Benefit Plan**.

**Fiduciary** does not mean any agent, broker, independent contractor, broker/dealer, registered representative, investment advisor, custodian or other person or entity of the same general character.

W. **Financial Institution** means:

1. a bank, trust company, savings bank, credit union, savings and loan association or similar thrift institution; or
2. a stock brokerage firm, mutual fund, liquid assets fund or similar investment institution.

X. **Financial Institution Premises** means the interior of that portion of any building occupied by a **Financial Institution** (including any night depository chute and any safe maintained by such **Financial Institution**), transfer agent or registrar or similarly recognized place of safe deposit.

Y. **First Named Insured** means the entity first named in ITEM 1 of the Declarations.

Z. **Forgery**, or **Forged** means the signing of the name of another person or organization with a handwritten signature physically affixed directly to a **Covered Instrument** or **Covered Personal Instrument**, without authority and with the intent to deceive; it does not mean a signature that consists in whole or in part of one's own name signed with or without authority in any capacity, for any purpose.

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from the **Transfer Account** which instruction purports to have been transmitted by the **Insured**, but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent;
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Money** or **Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged** or altered by someone other than the **Insured** without the **Insured's** knowledge or consent; or
3. an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the **Insured**, which purports to have been transmitted by an **Employee**, but which was in fact fraudulently transmitted by someone else without the **Insured's** or the **Employee's** consent.

BB. **Identity Fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of a **Management Staff Member** with the intent to commit, aid, or abet any unlawful activity that constitutes a violation of federal law or a felony under any applicable jurisdiction.

CC. **Identity Fraud Expense** means:

1. costs for notarizing fraud affidavits or similar documents for credit agencies, financial institutions, merchants or other credit grantors that have required that such affidavits be notarized;
2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors;

3. costs for long distance telephone calls to law enforcement agencies, credit agencies, financial institutions, merchants or other credit grantors to report or discuss any actual **Identity Fraud**;
4. lost wages, up to a maximum payment of \$1,000. per week for a maximum period of five (5) weeks, as a result of absence from employment:
  - a. to communicate with law enforcement agencies, legal counsel, credit agencies, financial institutions, merchants or other credit grantors;
  - b. to complete fraud affidavits or similar documents; or
  - c. due to wrongful incarceration arising solely from someone having committed a crime in the **Management Staff Member's** name; provided, that lost wages will not apply in the case of wrongful incarceration absent all charges being dismissed or an acquittal;
5. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
6. reasonable attorney fees incurred, with the Company's prior written consent, for:
  - a. defense of lawsuits brought against the **Insured's Management Staff Member** by financial institutions, merchants, other credit grantors or their collection agencies;
  - b. the removal of any criminal or civil judgments wrongly entered against the **Insured's Management Staff Member**; or
  - c. challenging the accuracy or completeness of any information in a consumer credit report; and
7. costs for daycare and eldercare incurred solely as a direct result of any **Identity Fraud Discovered** during the **Policy Period**.

**Identity Fraud Expense** does not include any expense or loss not listed in paragraphs 1. through 7. of this Definition CC..

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2., any and all **Employee Benefit Plans**;
    - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**, or
    - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C and D.
- or
2. for the purposes of all other Insuring Agreements:
    - a. the **First Named Insured**,
    - b. any **Subsidiary**,
    - c. any **Sponsored Plan**, or
    - d. any other entity listed in Item 1. of the Declarations.

EE. **LLC Manager** means any natural person who was, is or becomes a manager, member of the board of managers, or a functionally equivalent executive of a limited liability company.

FF. **LLC Member** means any natural person who has an ownership interest in a limited liability company.

- GG. **Management Staff Member** means the **Insured's** proprietor, natural person partner, member of the board of directors, member of the board of trustees, officer, risk manager, in-house general counsel, **LLC Manager**, or **LLC Member**.
- HH. **Messenger** means any **Management Staff Member**, or relative thereof, any **Officer-Shareholder**, or any **Employee**, duly authorized, while having care and custody of covered property outside the **Premises**.
- II. **Money** means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, bank notes, bullion, travelers' checks, registered checks and money orders held for sale to the public.
- JJ. **Officer-Shareholder** means any officer who has a 25% or greater ownership interest in any one or more **Insureds**.
- KK. **Other Property** means any tangible property other than **Money** and **Securities** that has intrinsic value.
- LL. **Policy Period** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Crime Policy**.
- MM. **Premises** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.
- NN. **Restoration Expense** means reasonable costs incurred by the **Insured** to reproduce **Computer Programs** or **Electronic Data** and enable the **Insured** to restore the **Insured's Computer System** to the level of operational capability that existed immediately preceding a **Computer Violation**.

**Restoration Expense** does not include:

1. the **Insured's** internal corporate costs and expenses, including **Employee** remuneration and any costs related to any legal action;
  2. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** recorded on media, including magnetic or optical media if there are no analyses files, specifications or backups of **Computer Programs** or **Electronic Data** held outside the **Premises**;
  3. expenses incurred as a result of the reconstruction of **Computer Programs** and **Electronic Data** if the **Insured** knowingly used illegal copies of programs;
  4. expenses incurred to render the **Computer Programs** and **Electronic Data** usable by replacement processing equipment;
  5. expenses incurred to design, update or improve **Computer Programs** or **Electronic Data** or to perfect their operation or performance;
  6. expenses incurred as a result of alteration in **Computer Programs** and **Electronic Data** held on magnetic media due to the effect of magnetic fields, incorrect usage of the **Computer Programs** and **Electronic Data**, or the obsolescence of the **Computer System**;
  7. the **Insured's** lost revenue, sales or profits; or
  8. expenses incurred by any customer.
- OO. **Robbery** means the unlawful taking of **Money**, **Securities** and **Other Property** from the care and custody of the **Insured**, the **Insured's** partners or any other person (except any person acting as a watchperson or janitor) by one who has:
1. caused or threatened to cause that person bodily harm; or
  2. committed an unlawful act witnessed by that person.
- PP. **Safe Burglary** means the unlawful taking of:
1. **Money**, **Securities** and **Other Property** from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

2. a safe or vault from inside the **Premises**.

QQ. **Securities** means written negotiable and non-negotiable instruments or contracts representing **Money** or property including:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with any **Credit, Debit or Charge Card**, which cards are not issued by the **Insured**;

but does not include **Money**.

RR. **Single Loss** means:

1. for purposes of Insuring Agreement A.:
  - a. an individual act;
  - b. the combined total of all separate acts; or
  - c. a series of related acts;

committed by an **Employee** or committed by more than one **Employee** acting alone or in collusion with other persons both during and before the **Policy Period**;

2. for purposes of Insuring Agreements B. and H.1., all loss caused by any person, or loss in which that person is involved, whether the loss involves one or more written **Covered Instruments** or **Covered Personal Instruments**; and

3. for purposes of all other Insuring Agreements:

- a. any act or series of related acts or events involving one or more persons; or
- b. any act, acts or events involving a person or group of persons acting together;

whether identified or not, both during and before the **Policy Period**.

SS. **Sponsored Plan** means any employee benefit plan or employee pension benefit plan solely sponsored by any **Insured** that is not subject to the terms of ERISA.

TT. **Subsidiary** means:

1. any corporation, partnership, limited liability company or other entity, organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint, or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent; or
2. subject to the provisions set forth in Section II. GENERAL AGREEMENTS D. ACQUISITIONS, of the Crime Terms and Conditions, any entity that the **Insured** acquires or forms during the **Policy Period** in which the **Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, natural person general partners, or functional equivalent.

**Subsidiary** does not include any entity in which any **Insured** is engaged as a participant in any type of joint venture unless such entity is specifically scheduled as an additional **Insured** by endorsement to this **Crime Policy**.

UU. **Theft** means:

1. under Insuring Agreement A.3., the intentional unlawful taking of **Money, Securities and Other Property** to the deprivation of a **Client**;
  2. under Insuring Agreements C. or D., the intentional unlawful taking of **Money and Securities** to the **Insured's** deprivation.
  3. under all other Insuring Agreements, the intentional unlawful taking of **Money, Securities and Other Property** to the **Insured's** deprivation.
- VV. **Transfer Account** means an account maintained by the **Insured** at a **Financial Institution** from which the **Insured** can initiate the transfer, payment or delivery of **Money or Securities**:
1. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly or through an electronic funds transfer system; or
  2. by means of written instructions (other than those described in Insuring Agreements B. and H.1.) establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.

#### IV. **EXCLUSIONS**

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- A. This **Crime Policy** will not apply to loss resulting directly or indirectly from war, whether or not declared; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalization; or any act or condition related to any of the foregoing.
- B. This **Crime Policy** will not apply to loss resulting directly or indirectly from seizure or destruction of property by order of governmental authority.
- C. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by the **Insured**, the **Insured's** natural person partners, any **LLC Member** or **Officer-Shareholder**, whether acting alone or in collusion with others; provided, this Exclusion C. will not apply to loss covered under Insuring Agreement A.2..
- D. This **Crime Policy** will not apply to loss resulting directly or indirectly from any fraudulent, dishonest or criminal act committed by any **Employee** or **Fiduciary** whether acting alone or in collusion with others, unless covered under Insuring Agreements A.1., A.2., A.3., F.2., or H..
- E. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Funds Transfer Fraud**, unless covered under Insuring Agreements A.1., A.2., A.3., or G..
- F. This **Crime Policy** will not apply to loss resulting directly or indirectly from the **Insured's** acceptance of money orders or **Counterfeit Money**, unless covered under Insuring Agreements A.1., A.2., A.3. or E..
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Insured's Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F.2. or G..
- H. This **Crime Policy** will not apply to loss resulting directly or indirectly from forged, altered or fraudulent documents or written instruments used as source documentation in the preparation of **Electronic Data**, unless covered under Insuring Agreements A.1., A.2., or A.3..
- I. This **Crime Policy** will not apply to any expenses incurred by the **Insured** in establishing the existence or the amount of any loss covered under this **Crime Policy**, unless covered under Insuring Agreement I..
- J. This **Crime Policy** will not apply to loss of income, whether or not earned or accrued, or potential income, including interest and dividends, not realized by the **Insured** as the result of any loss covered under this **Crime Policy**.
- K. This **Crime Policy** will not apply to damages of any type, except the **Insured's** direct compensatory damages resulting from a loss covered under this **Crime Policy**.

- L. This **Crime Policy** will not apply to indirect or consequential loss of any nature, including fines, penalties, multiple or punitive damages.
- M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction or disclosure of any intangible property or confidential information including:
1. trade secret information, confidential processing methods or other confidential information or intellectual property of any kind, or **Electronic Data** unless otherwise covered under Insuring Agreement F.2.; or
  2. **Computer Programs**.
- N. This **Crime Policy** will not apply to loss of, or damage to, manuscripts, records, accounts, microfilm, tapes or other records, whether written or electronic, or the cost of reproducing any information contained in such lost or damaged records, except when covered under Insuring Agreements C., D., or F.2..
- O. This **Crime Policy** will not apply to loss, or that part of any loss, the proof of which as to its existence or amount is dependent solely upon:
1. an inventory computation or physical count; or
  2. a profit and loss computation;
- provided that where the **Insured** establishes wholly apart from such computations or physical count that the **Insured** has sustained a loss covered under Insuring Agreements A.1., A.2, A.3. or F.1., then the **Insured** may offer the **Insured's** inventory records and an actual physical count of inventory in support of other evidence as to the amount of loss claimed.
- P. This **Crime Policy** will not apply to loss resulting directly or indirectly from trading whether or not in the name of the **Insured** or whether or not in a genuine or fictitious account, unless covered under Insuring Agreement A.1, A.2. or A.3..
- Q. This **Crime Policy** will not apply to loss resulting directly or indirectly from fire, except:
1. loss of or damage to **Money** or **Securities**; or
  2. damage to any safe or vault caused by the application of fire thereto in connection with any actual or attempted **Safe Burglary** when covered under Insuring Agreement C..
- R. This **Crime Policy** will not apply to loss resulting directly or indirectly from the giving or surrendering of **Money, Securities** or **Other Property** in any exchange or purchase, whether or not fraudulent, with any other party not in collusion with an **Employee**, except when covered under Insuring Agreement E..
- S. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** while in the custody of any **Financial Institution**, trust company, or similarly recognized place of safe deposit or armored motor vehicle company unless the loss is in excess of the amount recovered or received by the **Insured** under the **Insured's** contract, if any, with, or insurance carried by, any of the aforementioned.
- T. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** held by an armored motor vehicle company for the **Insured**, and which is stored by such company overnight inside buildings used in the conduct of its business.
- U. This **Crime Policy** will not apply to loss resulting directly or indirectly from nuclear reaction, nuclear radiation, radioactive contamination, biological or chemical contamination or to any related act or incident.
- V. This **Crime Policy** will not apply to loss of **Money, Securities** or **Other Property** resulting directly or indirectly from kidnap, extortion or ransom payments (other than **Robbery**) surrendered to any person as a result of a threat.
- W. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Forgery** or alteration, except when covered under Insuring Agreements A.1., A.2., A.3., B., or H..
- X. This **Crime Policy** will not apply to loss resulting directly or indirectly from **Computer Fraud**, except when covered under Insuring Agreements A.1., A.2., A.3., F.1., or H.1..

- Y. This **Crime Policy** will not apply to loss under Insuring Agreements C. or D. resulting directly or indirectly from:
1. an accounting or arithmetical error or omission;
  2. the loss of property from within any money operated device, unless the amount of **Money** deposited in it is recorded by a continuous recording device;
  3. anyone, acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property;
  4. damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them; or
  5. damage to the **Premises** or its exterior or to containers of covered property by vandalism or malicious mischief.
- Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities or Other Property**.
- AA. This **Crime Policy** will not apply to loss arising from any **Credit, Debit or Charge Card** if the **Insured**, the **Insured's Employee** or **Management Staff Member** has not fully complied with the provisions, conditions or other terms under which any card was issued.
- BB. This **Crime Policy** will not apply to loss sustained by any **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**, occurring at any time during which such entity was not a **Subsidiary** or related **Employee Benefit Plan** or **Sponsored Plan**.
- CC. This **Crime Policy** will not apply to loss sustained by the **Insured** or any **Subsidiary** to the extent it results in a benefit, gain or transfer to the **Insured** or any **Subsidiary**, except to the extent that such loss is covered under Insuring Agreement A.2..

## V. **CONDITIONS**

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### A. **GENERAL CONDITIONS**

#### 1. **Territory Covered**

Except as indicated in Item 5. of the Declarations,

- a. the Company will cover loss the **Insured** sustains anywhere in the world, and
- b. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to Sections II. GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS in this **Crime Policy**.

#### 2. **Cooperation**

The **Insured** must cooperate with the Company in all matters pertaining to this **Crime Policy** as stated in its terms, conditions and limitations.

#### 3. **Extended Period to Discover Loss**

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one (1) year from the date of cancellation or termination.



Notwithstanding the above, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

#### 4. Other Insurance

This **Crime Policy** applies only as excess insurance over, and will not contribute with: (1) any other valid and collectible insurance available to any **Insured** unless such insurance is written specifically excess of this **Crime Policy** by reference in such other policy to the Policy Number of this **Crime Policy**; and (2) indemnification to which any **Insured** is entitled from any other entity other than any **Insured**. As excess insurance, this **Crime Policy** will not apply or contribute to the payment of any loss to the **Insured** until the amount of such other insurance or indemnity has been exhausted by loss covered thereunder. If the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this **Crime Policy** will apply to that part of the loss not recoverable or recovered under the other insurance or indemnity. This **Crime Policy** will not be subject to the terms of any other insurance.

Any loss that is applicable to this Condition A.4. is subject to both the applicable Single Loss Limit of Insurance and applicable Single Loss Retention shown in ITEM 5 of the Declarations.

If this **Crime Policy** replaces prior insurance that provided the **Insured** with an extended period of time after the termination or cancellation of such prior insurance in which to **Discover** loss, then, and only with respect to loss **Discovered** during such extended period but sustained prior to the termination of such prior insurance, the coverage afforded by this **Crime Policy** applies as follows:

- a. the Company will have no liability for such loss, unless the amount of such loss exceeds the limit of insurance of that prior insurance; provided, that in such case, the Company will pay the **Insured** for the excess of such loss subject to the terms and conditions of this **Crime Policy**; and
- b. any payment the Company makes to the **Insured** for such excess loss will not be greater than the difference between the limit of insurance of the **Insured's** prior insurance and the applicable Single Loss Limit of Insurance of this **Crime Policy**. The Company will not apply the applicable Single Loss Retention to such excess loss.

#### 5. Ownership of Property; Interests Covered

- a. The property covered under this **Crime Policy** except as provided in 5.b. below is limited to property:
  - i. that the **Insured** owns or leases;
  - ii. that the **Insured** holds for others:
    - (a) on the **Insured's Premises** or the **Insured's Financial Institution Premises**; or
    - (b) while in transit and in the care and custody of a **Messenger**; or
  - iii. for which the **Insured** is legally liable, except for property located inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Crime Policy** must be presented by the **Insured**.

- b. If ITEM 5 of the Declarations indicates that coverage under Insuring Agreement A.3. Employee Theft of Client Property has been purchased, then the property covered under Insuring Agreement A.3. is limited to property:

- i. that the **Insured's Client** owns or leases;
- ii. that the **Insured's Client** holds for others; or
- iii. for which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises** or the **Insured's Client's Financial Institution Premises**.

Notwithstanding the above, this **Crime Policy** is for the **Insured's** benefit only and provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss by the **Insured's Client** that is covered under this **Crime Policy** must be presented by the **Insured**.

6. Representation, Concealment, Misrepresentation or Fraud

No statement made by the **Insured**, whether contained in the application, underwriting information or otherwise, is deemed to be a warranty of anything except that it is true to the best of the knowledge and belief of the person making the statement.

This **Crime Policy** is void in any case of fraud by the **Insured** as it relates to this **Crime Policy** at any time. This **Crime Policy** is also void if the **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. this **Crime Policy**;
- b. the **Money, Securities or Other Property**;
- c. the **Insured's** interest in the **Money, Securities or Other Property**; or
- d. a claim under this **Crime Policy**.

7. Premiums

The **First Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums the Company pays.

8. Transfer of Rights and Duties Under this **Crime Policy**

Rights and duties under this **Crime Policy** may not be transferred without the Company's written consent except in the case of the death of a natural person **Insured**. If such person dies, then the decedent's rights and duties will be transferred to the decedent's legal representative, but only while acting within the scope of duties as the decedent's legal representative. Until a legal representative is appointed, anyone having proper temporary custody of the decedent's property will have all rights and duties but only with respect to that property.

## B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT

1. Limit of Insurance

a. Policy Aggregate Limit of Insurance

If ITEM 5 of the Declarations indicates that this **Crime Policy** includes a Policy Aggregate Limit of Insurance, then the Company's total liability for all loss **Discovered** during the **Policy Period** will not exceed such Policy Aggregate Limit of Insurance. The Policy Aggregate Limit of Insurance will be reduced by the amount of any payment made under the terms of this **Crime Policy**. If the Policy Aggregate Limit of Insurance is exhausted by any payment made for loss **Discovered** during the **Policy Period**, the Company will have no further liability for loss regardless of when **Discovered** and whether or not previously reported to the Company.

If applicable, the Policy Aggregate Limit of Insurance will be reinstated to the extent of any net recovery pursuant to Condition B.6. that is received by the Company during the **Policy Period** and before the Crime Policy Aggregate Limit of Insurance is exhausted. Recovery from reinsurance or indemnity, or both, for the Company's benefit will not be deemed a recovery as used herein. In the event that a loss of **Securities** is settled by the Company through the use of a Lost Securities Bond, such loss will not reduce the Crime Policy Aggregate Limit of Insurance, but any payment under the Lost Securities Bond reduces the Policy Aggregate Limit of Insurance under this **Crime Policy**.

The provisions of this Condition B.1.a. will not be applicable to Insuring Agreement A.2.

If ITEM 5 of the Declarations indicates that this **Crime Policy** does not include a Crime Policy Aggregate Limit of Insurance, then payment of loss under this **Crime Policy** will not reduce the Single Loss Limit of Insurance for other **Single Losses**.

b. Single Loss Limit of Insurance

The maximum Single Loss Limit of Insurance for each Insuring Agreement will not exceed the applicable amount set forth in ITEM 5 of the Declarations for such Insuring Agreement.

c. Special Limit of Insurance for Specified Other Property

The Company's liability for loss under Insuring Agreements C. and D. is limited as follows

- i. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss** involving precious metals, precious or semi-precious stones, pearls, furs, or completed articles made of or containing such enumerated materials that constitute more than half the value of such articles;
- ii. the lesser of \$25,000. or the amount shown as the Single Loss Limit of Insurance for any **Single Loss**, including damage to manuscripts, drawings or records of any kind, or the cost of reconstructing them or reproducing any information contained in them;

The Special Limit of Insurance for Specified Other Property is part of, and not in addition to, any applicable limit of liability.

d. Identity Fraud Expense Reimbursement Single Loss Limit of Insurance

The maximum limit of insurance per the **Insured's Management Staff Member** for each **Identity Fraud** covered under Insuring Agreement H.2. will not exceed the applicable Single Loss Limit of Insurance stated in ITEM 5 of the Declarations. All acts incidental to an **Identity Fraud**, any series of **Identity Frauds**, and all **Identity Frauds** arising from the same method of operation, whether committed by one or more persons, will be deemed to arise out of one act and will be treated as one **Identity Fraud**. If an act causes a covered loss under Insuring Agreement H.2. to more than one **Management Staff Member**, the applicable Single Loss Limit of Insurance and Retention under Insuring Agreement H.2. applies to each **Management Staff Member** separately.

e. Loss Covered Under More Than One Insuring Agreement of this **Crime Policy**

Subject to any applicable Crime Policy Aggregate Limit of Insurance, if any **Single Loss** is comprised of loss covered under more than one Insuring Agreement, the most the Company will pay the **Insured** for such **Single Loss** is the lesser of:

- i. the actual amount of such **Single Loss**; or

- ii. the sum of the Single Loss Limits of Insurance applicable to such Insuring Agreements applying to such loss.

2. Single Loss Retention

The Company will not pay the **Insured** for any **Single Loss** unless the amount of such **Single Loss** exceeds the Single Loss Retention shown in Item 5 of the Declarations. The Company will pay the **Insured** the amount of any **Single Loss** in excess of the Single Loss Retention, up to the Single Loss Limit of Insurance for the applicable Insuring Agreement.

If more than one Single Loss Retention applies to the same **Single Loss**, then only the highest Single Loss Retention will be applied.

No Single Loss Retention applies to any legal expenses paid to the **Insured** solely under Insuring Agreement B.

3. The Insured's Duties in the Event of a Loss

After the **Insured Discovers** a loss or a situation that may result in loss of or loss from damage to **Money, Securities** or **Other Property** that exceeds 25% of the Single Loss Retention, the **Insured** must:

- a. notify the Company as soon as possible;
- b. notify law enforcement authorities if the **Insured** has reason to believe that any loss, except for loss covered under Insuring Agreements A.1., A.2., A.3., or F.2., involves a violation of law;
- c. submit to examination under oath at the Company's request and give the Company a signed statement of the **Insured's** answers;
- d. give the Company a detailed, sworn proof of loss within 120 days; and
- e. cooperate with the Company in the investigation and settlement of any claim.

Proof of loss under Insuring Agreement B. and H.1. must include: (1) an affidavit of **Forgery** setting forth the amount and cause of loss; and (2) the original written **Covered Instruments** or **Personal Covered Instruments** or a copy of such written instruments.

4. Valuation / Settlement

Subject to the applicable limit of insurance provision (Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance) the Company will pay the **Insured** for:

- a. loss of **Money** but only up to and including its face value, and, at the Company's option, pay for loss of **Money** issued by any country other than the United States of America:
  - i. at face value in the **Money** issued by that country; or
  - ii. in the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**;
- b. loss of **Securities** but only up to and including their value at the close of business on the day the loss was **Discovered**, and at the Company's option:
  - i. pay the **Insured** the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Company all the **Insured's** rights, title and interest in those **Securities**; or

- ii. pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**; provided, the Company will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **Securities** at the close of business on the day the loss was **Discovered**;
- c. loss of, or loss from damage to, **Other Property** or **Premises** including its exterior for the replacement cost without deduction for depreciation; provided, the Company will pay the **Insured** the lesser of the following:
  - i. the applicable Single Loss Limit of Insurance;
  - ii. the cost to replace **Other Property** or **Premises** including its exterior with property of comparable material and quality, and used for the same purpose; or
  - iii. the amount the **Insured** actually spends that is necessary to repair or replace such property;

provided, the Company will, at its option, pay the **Insured** for loss of, or loss from damage to, **Other Property** or **Premises** including its exterior, in the **Money** of the country in which the loss occurred, or in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was **Discovered**.

The Company will not pay the **Insured** on a replacement cost basis for any loss or damage until such property is actually repaired or replaced, and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage. If the lost or damaged property is not repaired or replaced, the Company will pay the **Insured** actual cash value on the day the loss was **Discovered**.

Any property that the Company pays the **Insured** for or replaces becomes the Company's property.

## 5. Records

The **Insured** must keep records of all **Money**, **Securities**, and **Other Property** under this **Crime Policy** so the Company can verify the amount of any loss.

## 6. Recoveries

- a. All recoveries for payments made under this **Crime Policy** should be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:
  - i. first, to the **Insured** to reimburse the **Insured** for loss sustained that would have been paid under this **Crime Policy** but for the fact that it is in excess of the applicable Single Loss Limit(s) of Insurance;
  - ii. second, to the Company in satisfaction of amounts paid or to be paid to the **Insured** in settlement of the **Insured's** covered claim;
  - iii. third, to the **Insured** in satisfaction of any Single Loss Retention; and
  - iv. fourth, to the **Insured** in satisfaction of any loss not covered under this **Crime Policy**.
- b. The value of all property received by the **Insured** from any source whatever and whenever received, in connection with any matter from which a loss has arisen, will be valued as of the date received and will be deducted from the covered loss.

- c. Recoveries do not include any recovery:
  - i. from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit; or
  - ii. of original **Securities** after duplicates of them have been issued.

7. Transfer of the Insured's Rights of Recovery Against Others to the Company

The **Insured** must transfer to the Company all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Company has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

8. Legal Action Against the Company

The **Insured** may not bring any legal action against the Company involving loss:

- a. unless the **Insured** has complied with all the terms of this **Crime Policy**;
- b. until 90 days after the **Insured** has filed proof of loss with the Company; and
- c. unless brought within two (2) years from the date the **Insured Discovers** the loss.

If any limitation in this Condition B.8. is deemed to be inconsistent with applicable law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

9. Liberalization

If the Company adopts any revision to the Crime Terms and Conditions of this **Crime Policy** that would broaden coverage and such revision does not require an additional premium or endorsement and the revision is adopted within 45 days prior to or during the **Policy Period**, the broadened coverage will apply to this **Crime Policy** as of the date the revision is approved for general use by the applicable department of insurance.

## C. EMPLOYEE BENEFIT PLAN PROVISIONS – INFLATION GUARD

In compliance with certain provisions of ERISA:

- 1. if any **Employee Benefit Plan** is insured jointly with any other entity under this **Crime Policy**, the **Insured** must select a Single Loss Limit of Insurance for Insuring Agreement A.2. that is sufficient to provide an amount of insurance for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were insured separately;
- 2. if the **Insured** is an entity other than an **Employee Benefit Plan**, any payment the Company makes to the **Insured** for loss sustained by any **Employee Benefit Plan** will be held by such **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss; and
- 3. if two or more **Employee Benefit Plans** are covered under this **Crime Policy**, any payment the Company makes for loss:
  - a. sustained by two or more **Employee Benefit Plans**; or

- b. of commingled **Money, Securities or Other Property** of two or more **Employee Benefit Plans**;

that arises out of a **Single Loss** is to be shared by each **Employee Benefit Plan** sustaining loss, in the proportion that the limit of insurance required under ERISA for each such **Employee Benefit Plan**, bears to the total of those limits of insurance.

- 4. If, at the inception date of this **Crime Policy**, or a preceding policy written by the Company that provided ERISA fidelity coverage for **Employee Benefit Plans**, the **Insured** has or had a Single Loss Limit of Insurance under such ERISA fidelity coverage for **Employee Benefit Plans** that is or was equal to or greater than the limit of insurance required under ERISA, the Single Loss Limit of Insurance under Insuring Agreement A.2. will equal the greater of the amount of the limit of insurance required by ERISA or the Single Loss Limit of Insurance set forth in Item 5. of the Declarations for Insuring Agreement A.2.

#### **D. CANCELLATION OR TERMINATION**

- 1. The **Insured** may cancel:
  - a. this **Crime Policy** in its entirety;
  - b. an Insuring Agreement; or
  - c. coverage for any **Insured**;

by mailing or delivering to the Company advance written notice of cancellation.

- 2. The Company may cancel:
  - a. this **Crime Policy** in its entirety;
  - b. an Insuring Agreement; or
  - c. coverage for any **Insured**;

by mailing or delivering to the **First Named Insured** written notice of cancellation at least 20 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or 60 days before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail or deliver the Company's notice to the **First Named Insured's** last mailing address known to the **Company**. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due. If the Company cancels this **Crime Policy**, the refund will be pro rata. If the **Insured** cancels, the earned premium will be computed in accordance with the customary short rate table and procedure. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

- 3. This **Crime Policy** terminates:
  - a. in its entirety immediately upon the expiration of the **Policy Period**;

- b. in its entirety immediately upon exhaustion of the Policy Aggregate Limit of Insurance, if applicable; provided, that no **Crime Policy** termination under this Condition D.3.b. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
- c. in its entirety immediately upon the voluntary liquidation or dissolution of the **First Named Insured**; provided, that no **Crime Policy** termination under this Condition D.3.c. will be effective with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
- d. as to any **Subsidiary** immediately upon the **Change of Control** of such **Subsidiary**.

4. This **Crime Policy** terminates as to any **Employee**:

- a. as soon as the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent employment related act involving an amount in excess of \$10,000; or
- b. 60 days after the **Insured's** partner, any of the **Insured's Management Staff Members** or any **Employee** with managerial or supervisory responsibility not in collusion with the **Employee** becomes aware of any dishonest or fraudulent non-employment related act; either of which acts were committed by such **Employee** in the **Insured's** service, during the term of employment by the **Insured** or prior to employment by the **Insured**, provided such dishonest or fraudulent non-employment related act involved **Money, Securities** or **Other Property** is in an amount in excess of \$10,000.

**E. CHANGES**

Only the **First Named Insured** is authorized to make changes in the terms of this **Crime Policy** and solely with the Company's prior written consent. This **Crime Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Crime Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Crime Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Crime Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Crime Policy** issued by the Company.

**F. ENTIRE AGREEMENT**

The Declarations, the application, the Crime Terms and Conditions, and any endorsements attached thereto, constitute the entire agreement between the **Insured** and the Company.

**G. HEADINGS**

The titles of the various paragraphs of this **Crime Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**REPLACE GENERAL AGREEMENT E. - CHANGE OF CONTROL - NOTICE REQUIREMENTS  
ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

The following replaces section II. **GENERAL AGREEMENTS, E. CHANGE OF CONTROL – NOTICE REQUIREMENTS:**

**E. CHANGE OF CONTROL – NOTICE REQUIREMENTS**

When the **Insured** learns that a **Change of Control** has taken place as to the **First Named Insured**, or will take place during the **Policy Period**, the **Insured** must give the Company written notice within 90 days of the effective date of such **Change of Control**.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106406224**

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**GLOBAL COVERAGE COMPLIANCE ENDORSEMENT - MARYLAND**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

1. The following is added to section III. **DEFINITIONS**:

**Financial Interest** means the **First Named Insured's** insurable interest in an **Insured** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **First Named Insured's**:

1. ownership of the majority of the outstanding securities or voting rights of the **Insured** representing the present right to elect, appoint, or exercise a majority control over such **Insured's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;
2. indemnification of, or representation that it has an obligation to indemnify, the **Insured** for loss sustained by such **Insured**; or
3. election or obligation to obtain insurance for such **Insured**.

2. The following replaces section V. **CONDITIONS, A. GENERAL CONDITIONS, 1., Territory Covered**:

1. Territory Covered

- a. Except as indicated in Item 5. of the Declarations,

- i. the Company will cover loss the **Insured** sustains anywhere in the world, and
- ii. the Company will cover all of the **Insured's** offices and **Premises**, including any additional offices or **Premises** pursuant to sections II. **GENERAL AGREEMENTS B. ADDITIONAL OFFICES, C. CONSOLIDATION, MERGER OR PURCHASE OF ASSETS, and D. ACQUISITIONS** in this **Crime Policy**.

- b. This **Crime Policy** does not apply to:

- i. loss sustained by an **Insured** domiciled; or
- ii. loss of, or loss from damage to, **Money, Securities or Other Property** located,

in any country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

- c. In the event an **Insured** sustains loss referenced in b. above to which this **Crime Policy** would have applied, the Company will reimburse the **First Named Insured** for its loss, on account of its **Financial Interest** in such **Insured**.

3. The following is added to section **V. CONDITIONS, B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT**:

In the event the Company reimburses the **First Named Insured** on account of its **Financial Interest** in an **Insured**, as a condition precedent to exercising rights under this **Crime Policy**, the **First Named Insured** will cause the **Insured** to comply with the conditions of this **Crime Policy**.

4. The following is added to section **V. CONDITIONS**:

**SANCTIONS**

This **Crime Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT FOR CERTAIN ERISA CONSIDERATIONS**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

1. The following replaces section I. **INSURING AGREEMENTS**, A. 2. ERISA Fidelity:

2. ERISA Fidelity

The Company will pay the **Insured** for direct loss of, or direct loss from damage to, **Money, Securities and Other Property** that belongs to an **Employee Benefit Plan**, directly caused by acts of **Fraud or Dishonesty** committed by a **Fiduciary**, whether identified or not, acting alone or in collusion with other persons.

2. The following is added to section III. **DEFINITIONS**:

**Fraud or Dishonesty** has the meaning set forth in Title 29, Code of Federal Regulations, Section 2580.412-9.

**Handled or Handling** mean "handle", "handled", "handles" or "handling" as these terms are set forth in Title 29, Code of Federal Regulations, Section 2580.412-6.

3. The following replaces section III. **DEFINITIONS**, V.

V. **Fiduciary** means:

1. any natural person who is a trustee, officer, **Employee**, or an administrator, of any **Employee Benefit Plan**; or
2. any natural person who is a member of the board of directors, member of the board of trustees, a partner, an **LLC Manager**, an **LLC Member**, an **Officer-Shareholder**, an officer, or an **Employee**, of any **Employee Benefit Plan Sponsor**; while that person is **Handling Money, Securities, or Other Property** that belongs to an **Employee Benefit Plan**.

**Fiduciary** does not mean any agent, broker, independent contractor, third party administrator, broker-dealer, registered representative, investment advisor, custodian, or other person or entity of the same general character.

4. The following replaces section IV. **EXCLUSIONS**, M and Z:

M. This **Crime Policy** will not apply to loss resulting directly or indirectly from any **Theft**, disappearance, damage, destruction, or disclosure of any intangible property or confidential information, including:

1. trade secret information, confidential processing methods, or other confidential information or intellectual property of any kind, or **Electronic Data**, unless otherwise covered under Insuring Agreement F.2.; or
2. **Computer Programs**,

provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** access to, use of, or disclosure of, such intangible property or confidential information to commit acts of **Fraud or Dishonesty**.

Z. This **Crime Policy** will not apply to loss resulting directly or indirectly from the diminution in value of **Money, Securities, or Other Property**, provided that this exclusion will not apply to loss that is otherwise covered under Insuring Agreement A. 2., ERISA Fidelity caused by a **Fiduciary's** acts of **Fraud or Dishonesty**.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106406224**

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5. The following replaces section V. **CONDITIONS, A. GENERAL CONDITIONS**, 3. Extended Period to Discover Loss:

3. Extended Period to Discover Loss

The Company will pay the **Insured** for loss that the **Insured** sustained prior to the effective date of cancellation or termination of this **Crime Policy**, which is **Discovered** by the **Insured**:

- a. no later than 90 days from the date of cancellation or termination; and
- b. as respects any **Employee Benefit Plan**, no later than one year from the date of cancellation or termination.

Notwithstanding the above, with respect to all Insuring Agreements other than Insuring Agreement A.2. ERISA Fidelity, this extended period to **Discover** loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Crime Policy**. With respect to Insuring Agreement A.2. ERISA Fidelity, the extended period to Discover Loss terminates upon the effective date of any other insurance obtained by the **Employee Benefit Plan Sponsor** or the **Employee Benefit Plan** that offers the same coverage afforded by this **Crime Policy** in an amount no less than the minimum amount required under ERISA section 412 and that provides coverage for loss sustained prior to its effective date.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TELECOMMUNICATION FRAUD INSURING AGREEMENT ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

1. The following is added to ITEM 5 of the Declarations:

	<b>Single Loss Limit of Insurance</b>	<b>Single Loss Retention</b>
<b>Telecommunication Fraud</b>	\$100,000	\$5,000

2. The following is added to section I. **INSURING AGREEMENTS**:

**TELECOMMUNICATION FRAUD**

The Company will pay the **Insured** for its **Telecommunication Charges** directly caused by **Telecommunication Fraud**.

3. The following are added to section III. **DEFINITIONS**:

Whenever appearing in this **Crime Policy**, the following words and phrases appearing in bold type have the meanings set forth in this Section III. **DEFINITIONS**:

**Telecommunication Charges** mean amounts charged to the **Insured** by its telephone service provider.

**Telecommunication Fraud** means the unauthorized access to, or use of, the **Insured's** telephone system by a person or entity other than an **Employee**.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 106406224

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**SOCIAL ENGINEERING FRAUD INSURING AGREEMENT ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

1. The following is added to ITEM 5. of the Declarations:

<b>Insuring Agreement</b>	<b>Single Loss Limit of Insurance</b>	<b>Single Loss Retention</b>
<b>Social Engineering Fraud</b>	\$100,000	\$5,000

2. The following **INSURING AGREEMENT** is added to section I. **INSURING AGREEMENTS**:

**SOCIAL ENGINEERING FRAUD**

The Company will pay the **Insured** for the **Insured's** direct loss from the transferring, paying or delivering of **Money** or **Securities**, directly caused by **Social Engineering Fraud**.

3. The following are added to section III. **DEFINITIONS**:

**Authorized Person** means an **Officer-Shareholder**, sole proprietor, director, trustee, natural person partner, **LLC Manager** or **LLC Member** who is authorized by the **Insured** to transfer, pay, or deliver **Money** or **Securities** or to instruct **Employees** or other **Authorized Persons** to transfer, pay, or deliver **Money** or **Securities**.

**Communication** means an electronic, telegraphic, cable, teletype, telephonic voice, telefacsimile, or written instruction received by an **Employee** or **Authorized Person** that:

1. directs the **Employee** or **Authorized Person** to transfer, pay, or deliver **Money** or **Securities**;
2. contains a misrepresentation of a material fact; and
3. is relied upon by the **Employee** or **Authorized Person**, believing the material fact to be true.

**Social Engineering Fraud** means the intentional misleading of an **Employee** or **Authorized Person** by a natural person impersonating:

1. a **Vendor**, or that **Vendor's** attorney;
2. a **Client**, or that **Client's** attorney;
3. an **Employee**; or
4. an **Authorized Person**,

through the use of a **Communication**.

**Vendor** means an entity or natural person that has provided goods or services to the **Insured** under a genuine, pre-existing, written agreement or other agreed-upon arrangement.

**Vendor** does not include any **Financial Institution**, asset manager, armored motor vehicle company, or similar entity.

4. The following replaces section III. **DEFINITIONS**, G. **Computer System**:

G. **Computer System** means:

1. any computer; and
2. any input, output, processing, storage, or communication device, or any related network, cloud service, operating system, or application software, that is connected to, or used in connection with, such computer, that is rented by, owned by, leased by, licensed to, or under the direct operational control of, the **Insured**.

5. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section III. **DEFINITIONS, C. Client:**

C. **Client** means an entity or natural person for which the **Insured** provides goods or performs services, for a fee, or as specified in a pre-existing written agreement, but only while the written agreement is in effect.

6. The following replaces section III. **DEFINITIONS, E. Computer Fraud:**

E. **Computer Fraud** means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions directly into a **Computer System**:

1. by a natural person or entity, other than an **Employee, Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured**, including any such entry or change made via the internet, provided that such entry or change causes **Money, Securities, or Other Property** to be transferred, paid, or delivered from inside the **Premises** or from the **Insured's Financial Institution Premises**, to a place outside the **Premises** or the **Insured's Financial Institution Premises**; or
2. made by an **Employee or Authorized Person** acting in good faith upon an intentional, unauthorized, and fraudulent instruction received from a computer software contractor who has a written agreement with the **Insured** to design, implement, or service **Computer Programs** for a **Computer System** covered under section I. **INSURING AGREEMENTS, F. COMPUTER CRIME**.

For purposes of this definition, an intentional, unauthorized, and fraudulent entry or change of data or computer instructions does not include such entry or change made by an **Employee, Authorized Person**, independent contractor, or any individual under the direct supervision of the **Insured** made in reliance upon any fraudulent electronic, cable, teletype, telephonic voice, telefacsimile, or written instruction, except as defined in E.2. above. An intentional, unauthorized, and fraudulent entry or change of data or computer instructions also does not include such entry or change that involves the use, or purported use, of any **Credit, Debit, or Charge Card** or any access, convenience, identification, stored value, or other similar cards, including the information contained on such cards.

**Computer Fraud** does not include **Social Engineering Fraud** or **Funds Transfer Fraud**.

7. The following replaces section III. **DEFINITIONS, AA. Funds Transfer Fraud:**

AA. **Funds Transfer Fraud** means:

1. an electronic, telegraphic, cable, teletype, or telephone instruction, fraudulently transmitted to a **Financial Institution** directing such institution to debit a **Transfer Account** and to transfer, pay, or deliver **Money or Securities** from the **Transfer Account**, which instruction purports to have been transmitted by the **Insured** but was in fact fraudulently transmitted by someone other than the **Insured** without the **Insured's** knowledge or consent; or
2. a fraudulent written instruction, other than one covered under Insuring Agreement B., issued to a **Financial Institution** directing such **Financial Institution** to debit a **Transfer Account** and to transfer, pay, or deliver **Money or Securities** from such **Transfer Account** by use of an electronic funds transfer system at specified intervals or under specified conditions, which written instruction purports to have been issued by the **Insured** but was in fact fraudulently issued, **Forged**, or altered by someone other than the **Insured** without the **Insured's** knowledge or consent.

**Funds Transfer Fraud** does not include **Social Engineering Fraud**.

8. The following replaces section III. **DEFINITIONS, DD. Insured:**

DD. **Insured** means:

1. for the purposes of Insuring Agreement A.2. and the Social Engineering Fraud Insuring Agreement, any and all **Employee Benefit Plans**:
  - a. which have been established or maintained by an **Employee Benefit Plan Sponsor** as of the inception date of this **Crime Policy**; or
  - b. which have been created or acquired by an **Employee Benefit Plan Sponsor** after the inception date of this **Crime Policy**, subject to the provisions of General Agreements C. and D.
2. for the purposes of all Insuring Agreements, except Insuring Agreement A.2.:
  - a. the **First Named Insured**,
  - b. any **Subsidiary**,
  - c. any **Sponsored Plan**, or
  - d. any other entity listed in Item 1. of the Declarations.



9. The following replaces section **IV. EXCLUSIONS**, G., H., and R.:
- G. This **Crime Policy** will not apply to loss or damages resulting directly or indirectly from the input of **Electronic Data** by a natural person having the authority to enter the **Computer System**, unless covered under Insuring Agreements A.1., A.2., A.3., F1., but only when covered under section III. **DEFINITIONS**, E., **Computer Fraud**, 2., F.2., G., or the Social Engineering Fraud Insuring Agreement.
  - H. This **Crime Policy** will not apply to loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter **Electronic Data** or send instructions, provided this does not apply to Insuring Agreements A.1., A.2., A.3., or the Social Engineering Fraud Insuring Agreement.
  - R. This **Crime Policy** will not apply to loss resulting directly or indirectly from:
    - 1. the giving or surrendering of **Money, Securities or Other Property** in any exchange or purchase, whether genuine or fictitious; or
    - 2. any other giving or surrendering of, or voluntary parting with, **Money, Securities or Other Property**, whether or not induced by any dishonest or fraudulent act, except when covered under:
      - a. Insuring Agreement A.;
      - b. Insuring Agreement E.;
      - c. Insuring Agreement F1., or
      - d. the Social Engineering Fraud Insuring Agreement.
10. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following replaces section **IV. EXCLUSIONS**, T.:
- T. This **Crime Policy** will not apply to loss of **Money, Securities or Other Property**:
    - 1. while in the mail; or
    - 2. while in the custody of any messenger, carrier for hire, or armored motor vehicle company.
11. Solely with respect to the Social Engineering Fraud Insuring Agreement, the following are added to section **IV. EXCLUSIONS**:
- This **Crime Policy** will not apply to:
- a. loss or damage due to **Theft** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud**, or acceptance of money orders or **Counterfeit Money**;
  - b. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
  - c. loss due to the failure, malfunction, illegitimacy, inappropriateness, or inadequacy of any product or service;
  - d. loss resulting directly or indirectly from the failure of any party to perform in whole or in part under any contract;
  - e. loss due to any non-payment of or default upon any loan, extension of credit, or similar promise to pay;
  - f. loss due to any party's use of or acceptance of any **Credit, Debit or Charge Card** or any access, convenience, identification, stored value or other similar card or instrument, including the information contained on such cards, whether or not genuine; or
  - g. loss due to items of deposit which are not finally paid for any reason, including forgery or any other fraud; however, this exclusion does not apply to United States Government checks or drafts that are returned by the United States Government for any reason after the funds for said checks or drafts have been credited to the **Insured's** account at a **Financial Institution**.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELETE EXCLUSION FOR PRIOR LOSSES INVOLVING SUBSIDIARIES ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

Section **IV. EXCLUSIONS**, BB. is deleted.

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MARYLAND CHANGES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Crime**

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**It is agreed that:**

**Section V. B. 8. Legal Action Against the Company, subsection c.** is replaced by the following:

- c. unless brought within three (3) years from the date the **Insured Discovers** the loss.

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106406224**

**MARYLAND CANCELLATION OR TERMINATION ENDORSEMENT**

This endorsement changes the following:

**Crime**

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**It is agreed that:**

1. The following replaces section **V., CONDITIONS, D.2.:**

2. The Company may cancel:
- a. this **Crime Policy** in its entirety;
  - b. an Insuring Agreement; or
  - c. coverage for any **Insured**;

by mailing to the **First Named Insured** written notice of cancellation at least **20** days (number of days must equal or exceed 20 days) before the effective date of cancellation if the Company cancels for nonpayment of premium; or **60** days (number of days must equal or exceed 60 days) before the effective date of cancellation if the Company cancels for any other reason.

The Company will mail the Company's notice to the **First Named Insured's** last mailing address known to the Company. Notice of cancellation will state the effective date of cancellation and the **Policy Period** will end on that date. If this **Crime Policy** or an Insuring Agreement is cancelled, the Company will send the **First Named Insured** any premium refund due, computed on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. The following is added to section **V., CONDITIONS, D. CANCELLATION OR TERMINATION:**

5. The Company will not be required to renew this **Crime Policy** upon its expiration. If the Company elects not to renew, the Company will provide to the **First Named Insured** written notice to that effect **45** days (number of days must equal or exceed 45 days) before the Expiration Date set forth in ITEM 2 of the Declarations. Written cancellation or nonrenewal notices must be sent to the **First Named Insured** by certificate of mailing.

The following is added to the policy and supersedes any provision to the contrary:

If this **Crime Policy** is canceled, whether by a premium finance company, by the Company, or by the **Insured**, the Company will return any gross unearned premiums that are due under this **Policy**, computed pro-rata, and excluding any expense constant, administrative fee, or any other non-refundable charge filed with and approved by the Commissioner, within a reasonable time not exceeding 45 days after:

- a. receipt by the Company of a notice of cancellation from the premium finance company or the **First Named Insured**;
- b. the date the Company cancels the **Policy**; or

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Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **106406224**

- c. the completion of any payroll audit necessary to determine the amount of premium earned while the **Crime Policy** was in effect, such audit to be performed within 45 days after the Company receives notice of cancellation.

3. The following is added to *IV., EXCLUSIONS*:

This **Crime Policy** will not apply to any loss or losses:

- a. occurring after the expiration of the **Policy Period**;
- b. once the Policy Aggregate Limit of Insurance, if applicable, has been exhausted; except with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.;
- c. occurring after the voluntary liquidation or dissolution of the **Insured**; except with respect to any **Employee Benefit Plan** covered under Insuring Agreement A.2.; or
- d. as to any **Subsidiary** occurring after a **Change of Control** of such **Subsidiary**.

---

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSUREDS ENDORSEMENT**

This endorsement changes the following:

**Crime**

---

**It is agreed that:**

The following replaces section **III. DEFINITIONS, DD. Insured, 2.:**

2. for the purposes of all other Insuring Agreements:
  - a. the **First Named Insured**;
  - b. any **Subsidiary**;
  - c. any **Sponsored Plan**;
  - d. any other entity listed in Item 1. of the Declarations; or
  - e. any entity shown in the Schedule below.

**SCHEDULE**

Shoreline Title LLC

Bayline Title

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Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**POLICY CHANGES ENDORSEMENT**

This endorsement modifies the following:

**Crime**

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It is agreed that:

1. As of the Effective Date of this endorsement, the Declarations is amended, as indicated below by :

**ITEM 1:**

**NAMED INSURED:**

**D/B/A:**

**Principal Address:**

**ITEM 2:**

**POLICY PERIOD:**

Inception Date:

Expiration Date:

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

**ITEM 5:** (but only for direct loss that the **Insured** sustains which is directly caused by a **Single Loss Discovered** on or after the Effective Date of this endorsement)

	<b>CRIME</b>	
	<b>Single Loss Limit of Insurance</b>	<b>Single Loss Retention</b>
<input type="checkbox"/> <b>Insuring Agreement A. Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property		
<input type="checkbox"/> <b>Insuring Agreement B. Forgery or Alteration</b>		
<input type="checkbox"/> <b>Insuring Agreement C. On Premises</b>		
<input type="checkbox"/> <b>Insuring Agreement D.</b>		

Issuing Company: **Travelers Casualty and Surety Company of America**

Effective Date: **December 01, 2021**

Policy Number: **106406224**

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<b>In Transit</b>		
<input type="checkbox"/> <b>Insuring Agreement E. Money Orders and Counterfeit Money</b>		
<input type="checkbox"/> <b>Insuring Agreement F. Computer Crime</b> 1. Computer Fraud 2. Computer Program and Electronic Restoration Expense		
<input type="checkbox"/> <b>Insuring Agreement G. Funds Transfer Fraud</b>		
<input type="checkbox"/> <b>Insuring Agreement H. Personal Accounts Protection</b> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement		
<input type="checkbox"/> <b>Insuring Agreement I. Claim Expense</b>		

Policy Aggregate Limit of Insurance:  Applicable  Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: .

If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. **CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. Limit of Insurance a. Policy Aggregate Limit of Insurance.**

**INSURED'S PREMISES COVERED:** - All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

**ITEM 6:**

PREMIUM FOR THE POLICY PERIOD:

Policy Premium

Annual Installment Premium

2. As of the Effective Date of this endorsement, this policy is amended as indicated below by :



- Forms and endorsements added:
- Forms and endorsements deleted:
- Forms and endorsements amended:  
**CRI-7028-1120**

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSUREDS ENDORSEMENT**

This endorsement changes the following:

**Crime**

---

**It is agreed that:**

The following replaces section III. **DEFINITIONS**, DD. **Insured**, 2.:

2. for the purposes of all other Insuring Agreements:
  - a. the **First Named Insured**;
  - b. any **Subsidiary**;
  - c. any **Sponsored Plan**;
  - d. any other entity listed in Item 1. of the Declarations; or
  - e. any entity shown in the Schedule below.

**SCHEDULE**

Shoreline Title LLC  
Bayline Title & Escrow LLC.

---

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



Liberty Mutual Surety: Baltimore  
10045 Red Run Boulevard  
Suite 370  
Owing Mills, MD 21117  
(800) 582-6681 Fax: (866) 548-6577

## SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

**Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed.** For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- Liberty Mutual will send Indemnity Agreement directly to indemnitors for electronic signatures managed by DocuSign®. Please alert your clients that their signature is required.
- The principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- This bond has been digitally signed on behalf of the Surety. An Attorney-in-fact signature is not required.
- A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.
- Principal and attorney-in-fact signatures must be witnessed.

MARYLAND INSURANCE ADMINISTRATION TITLE SURETY BOND

Bond Number 999142706

KNOW ALL MEN BY THESE PRESENT; THAT

Bayline Title & Escrow, LLC

of 1655 Crofton Blvd, #201, Crofton, MD 21114

State of Maryland (hereafter called "Principal"), as Principal has applied to the Insurance Commissioner of the State of Maryland for a license as Title Producer, said license is required by the Insurance Laws of Maryland to give a bond in the penalty below and conditioned hereinafter set forth; and

The Ohio Casualty Insurance Company

with its principal office located at 175 Berkeley Street, Boston, Massachusetts 02116

a corporation authorized to do surety business in the state of Maryland (hereinafter called "Surety") as Surety, ARE HELD AND FIRMLY BOUND unto the State of Maryland as Obligee, and any unknown third party, in full and just sum of \$150,000 (ONE HUNDRED FIFTY THOUSAND DOLLARS) to the payment of which well and truly to be made the Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. Regardless of the number of years or license periods this bond remains in effect, the number of premiums paid or the number of claims made, the total aggregate liability of the surety shall not exceed the penal sum of the bond.

PROVIDED, HOWEVER, THAT THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Principal shall truly account for and pay over to the person or corporation entitled to receive the same, all money belonging to such person or corporation which may, during the term of said license, come into the hands of said Principal as such Title Insurance Producer or the employees or agents of Principal, including Title Insurance Producer Independent Contractors during the course of providing service for or on behalf of the Principal, or while providing any escrow, closing, or settlement service, then this obligation shall be void, otherwise of full force and effect;

AND FURTHER PROVIDED, That the Surety may, without prejudice to any liability accrued, prior to such cancellation, cancel such bond upon thirty (30) days' written notice filed with the Insurance Commissioner of the State of Maryland and a copy thereof mailed to the Principal.

Signed, sealed and dated this 11th day of November, 2021

Bayline Title & Escrow, LLC

As Witness:

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_ (L.S.)  
Principal

Test as to Surety and Its Corporate Seal

The Ohio Casualty Insurance Company

By: Kiana M. Pumphrey  
Witness  
Kiana M. Pumphrey

By: Timothy A. Mikolajewski  
Attorney-in-Fact  
Timothy A Mikolajewski



NOTICE TO SURETY COMPANIES AND PRINCIPAL: Be sure a concurrently dated Power of Attorney is attached to this bond, and all signatures are affixed.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company  
**POWER OF ATTORNEY**

Principal: Bayline Title & Escrow, LLC

Agency Name: THE CIMA COMPANIES INC

Bond Number: 999142706

Obligee: State of Maryland

Bond Amount: (\$150,000.00 ) One Hundred Fifty Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 11th day of November, 2021.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary



Liberty Mutual Surety: Baltimore  
10045 Red Run Boulevard  
Suite 370  
Owing Mills, MD 21117  
(800) 582-6681 Fax: (866) 548-6577

## TRANSACTION REPORT

**Transaction Date:** November 11, 2021

**Preparer Name:** Danielle Del Sordo

**Preparer Email:** ddelsordo@cimaworld.com

**Agency Name:** THE CIMA COMPANIES INC

**Agency Code:** 985184

**Principal:**

Bayline Title & Escrow, LLC  
1655 Crofton Blvd, #201  
Crofton, MD 21114

**Obligee:**

State of Maryland  
200 SAINT PAUL STREET, SUITE 2700  
Baltimore, MD 21202-2093

**Underwriting Information:**

Issued with underwriter's approval

**Bond Information:**

**Bond Number:** 999142706

**Bond Amount:** \$150,000.00

**Renewal Type:** Continuous (until cancelled)

**Renewal Billing Method:** Direct Bill

**Renewal Term (Months):** 12

**Renew Automatically:** Yes

**Description of Bond:** Insurance Title Producer

**Effective Date:** November 11, 2021

**Expiration Date:** November 11, 2022

**Cancel Days:** 30 Days

**Class Code:** S923

**Underwriting Paper:** The Ohio Casualty Insurance Company

**Bond Rating State:** Maryland

**Invoiced To:**

Bayline Title & Escrow, LLC  
1655 Crofton Blvd, #201  
Crofton, MD 21114

**Renewal Billing Information:**

Bayline Title & Escrow, LLC  
1655 Crofton Blvd, #201  
Crofton, MD 21114

**Remarks:**

**Premium Information:**

**Bond Premium:** \$750.00

**Total Premium Due:** \$750.00

This bond is a direct billed bond. It is the applicant's responsibility to ensure payment is received in full for this new business. Payment must be received within 20 days from the date this bond was issued. If payment is not received in full, this bond may be subject to cancellation. Bond(s) changes are available for your agency through <https://agents.libertymutualsurety.com>

**Mail Payment To:**

Liberty Mutual Insurance Company  
25761 Network Place  
Chicago, IL 60673-1257



Home First Title Group  
1655 Crofton Blvd., Suite 201  
Crofton, Maryland 21114  
Phone: 410-451-8844  
Fax: 443-458-0609  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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## **ALTA BEST PRACTICE #7**

## **CONSUMER COMPLAINTS**



Home First Title Group, LLC  
1655 Crofton Blvd., Suite 201  
Crofton, MD 21114  
Phone: 410-451-8844  
Fax: 410-451-8880  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

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## **Policies and Procedures Consumer Complaints**

**Purpose:** To establish a process for receiving and addressing consumer complaints to help ensure that Home First Title Group, LLC addresses any instances of poor service or non-compliance.

**Scope:** These policies and procedures are for all of Home First Title Group, LLC (hereafter referred to as “The Company”) locations including all satellite offices. These procedures are to be followed by all employees and independent contractors where applicable.

### **Procedures:**

The Company has a standard consumer complaint form (sample attached) and uses this to record any/all consumer complaints. As circumstances warrant, supporting documents are attached to the complaint form which provide additional information including communications, facts or specific details. Management documents approval on completed consumer complaint forms.

The Operations Manager is the single point of contact at The Company for consumer complaints. The nature of the complaint determines to which appropriate personnel the complaint will be forwarded, if necessary.

The Company maintains a Consumer Complaint Log (sample attached) with information on all consumer complaints and their status. Company Management will periodically review, date and sign-off on the Consumer Complaint Log.



Contact Officer	Michelle Raines Black
Date Approved	May 1, 2014
Date of Commencement	May 1, 2014
Amendment Dates	October 26, 2022
Date for Next Review	October 26, 2024

#### Related References and Links

- The Consumer complaint form is kept in the Operation Manager's office in a file entitled "Consumer Complaint Forms"
- The Consumer Complaint Log is kept in the Operation Manager's office.



Home First Title Group, LLC  
1655 Crofton Blvd., Suite 201  
Crofton, MD 21114  
Phone: 410-451-8844  
Fax: 410-451-8880  
[www.homefirsttitlegroup.com](http://www.homefirsttitlegroup.com)

## CUSTOMER COMPLAINT FORM

### Instructions:

Complaints already the subject of a lawsuit or other legal action cannot be handled by the Company.

Please be sure that your statement is complete and factual, but as brief as possible. To complete the form, answer all the appropriate questions by printing clearly in dark ink. Forms may be mailed to the address above or emailed to [packages@home1sttitle.com](mailto:packages@home1sttitle.com).

### CONSUMER INFORMATION:

Name: \_\_\_\_\_

Company (if applicable) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

HFTG File # \_\_\_\_\_

Description of Complaint: (Briefly describe the nature of the complaint including dates of any conversations, phone calls and names of those with whom consumer has spoken)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### INTAKE INFORMATION:

Intake Employee Name: \_\_\_\_\_

Intake Employee Signature: \_\_\_\_\_

Intake Date: \_\_\_\_\_

**INTERNAL USE ONLY – MANAGEMENT REVIEW**

**Manager Name:** \_\_\_\_\_

**Manager Signature:** \_\_\_\_\_

**SUMMARY OF RESPONSE/RESOLUTION**

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