

Michigan



Western Surety Company

NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. 26886840
Premium: \$80.00

THIS POLICY HAS A FIXED TERMINATION DATE THAT SHALL NOT BE EXTENDED BY RENEWAL

WESTERN SURETY COMPANY (the "Company") will pay on behalf of _____

NATHAN SMITH MANLEY (the "Insured")

of MUSKEGON, MI, all sums
(Address)

which the Insured shall become legally obligated to pay as Damages as a result of a Claim by reason of an act or omission in the rendering of notarial services by the Insured. A Claim must be first made during the Policy Period as defined below and promptly reported to us. This Policy applies only to negligent acts, errors or omissions which occur during the Policy Period but only if the Claim arising from such negligent acts, errors or omissions is commenced during the Policy Period or within the applicable Statute of Limitations pertaining to the Insured.

POLICY PERIOD:

The Policy Period commences at 12:01 a.m. on November 04, 2024, and ends at midnight on November 04, 2025. This Policy Period is fixed and shall not be extended by an offer of renewal.

LIMITS OF LIABILITY: The total Limit of Liability of the Company for all Damages (which includes defense costs) for all Claims under this Policy shall not exceed the amount of

ONE HUNDRED THOUSAND DOLLARS and 00/100 DOLLARS (\$ *\$100,000.00*).
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000.00)

The Company's Limit of Liability for all Damages for all Claims covered by this Policy shall not exceed in the aggregate the amount stated above. Regardless of the length of the Policy Period for this Policy, the number of Claims made against this Policy, and the number of premiums which shall be payable or paid, the Company's total Limit of Liability shall in no event exceed the amount set forth above. Further, upon termination of the fixed Policy Period stated above, all liability of the Company under this Policy shall be extinguished.

Under no circumstances shall the coverage under this Policy be stacked or added to coverage provided under any other policy issued by the Company or any affiliate of the Company that may cover the same Claim as covered by this Policy. If this Policy and any other policy issued to the Insured by the Company or any company affiliated with the Company applies to the same Claim, the maximum Limit of Liability under all the policies shall not exceed in the aggregate the highest applicable Limit of Liability under any one policy.

If Related Claims are made against the Insured and reported to the Company under this Policy, all such Related Claims shall be considered a single Claim first made and reported to the Company within the Policy Period in which the earlier of the Related Claims was first made and reported to the Company.

DEFENSE: The Company shall, provided the Limit of Liability has not been exhausted, defend, in the Insured's name and behalf, any Claim against the Insured even if such Claim is groundless, false, or fraudulent. The Company, in the Insured's name and behalf, shall have the right to make such investigation, negotiation and settlement of any Claim as it may deem expedient. The Company is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a Claim after the Limit of Liability has been exhausted by payment of Damages. In such case, the Company shall have the right to withdraw from further investigation, defense, or settlement of such Claim.

DEFINITIONS: Wherever used in this Policy, these words shall have the following meanings:

- (a) "Claim(s)" shall mean any written demand, service of suit, or institution of an arbitration proceeding against the Insured and received by the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.
- (b) "Claim Expenses" shall mean any and all: (1) expenses, including attorneys' or investigators' fees, paid or incurred by the Company in the investigation, settlement or defense of Claims; (2) interest on a judgment as required by law until the Company offers to pay the amount due under this Policy; and (3) reasonable expenses incurred by the Insured at the Company's request, other than Insured's loss of earnings.
- (c) "Damages" shall mean (i) all judgments, awards and settlements, provided any settlement is made with the Company's prior written consent, and (ii) all Claim Expenses. Damages do not include (i) civil or criminal fines, sanctions, penalties or forfeitures, (ii) punitive or exemplary amounts, or (iii) any amount that is not insurable under any applicable law.
- (d) "Related Claims" means all Claims arising out of a single act or omission or arising out of related acts or omissions in the rendering of notarial service for others.
- (e) "Related acts or omissions" mean all acts or omission in the rendering of notarial service for others that are logically or casually connected by a common fact, circumstance, transaction, event or situation.

EXCLUSIONS: Coverage under this Policy does not apply to any (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties; or (vii) performance of notarial service for any business which the Insured owns, is a partner of, manages or controls.

OTHER INSURANCE: This insurance is excess over any other applicable insurance provided by any other company or person not affiliated with the Company, whether such insurance is primary, excess, contributory, contingent, or otherwise and whether such insurance is collectible or not, unless such other insurance is written to be specifically excess over the insurance provided by this Policy.

INSURED'S DUTIES IN THE EVENT OF A CLAIM:

- (a) Upon knowledge of any occurrence which may reasonably be expected to result in a Claim, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the potential claimant and of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event longer than forty-five (45) days after discovery. This notice is subject to the requirement of the Notices provisions of this policy.
- (b) If Claim is made or brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by it or its representative.
- (c) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured for acts, errors or omissions with respect to which insurance is afforded under this Policy; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, admit any liability, assume any obligation or incur any expense except with the prior written consent of the Company.
- (d) All Claims shall be addressed to:
Western Surety Company, Claim Department
P. O. Box 5077
Sioux Falls, SD 57117-5077

NOTICES: Notice given by or on behalf of the insured to any authorized agent of the insurer within this state, with particulars sufficient to identify the insured shall be deemed to be notice to the insurer. Also, failure to give any notice required to be given by such policy within the time specified shall not invalidate any claim made by the insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

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

ASSIGNMENT: This policy shall be void if assigned or transferred without the Company's written consent.

ACTION AGAINST COMPANY: No action shall lie against the Company unless, as a condition precedent, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment after actual trial or by written agreement of the Insured, the claimant, and the Company.

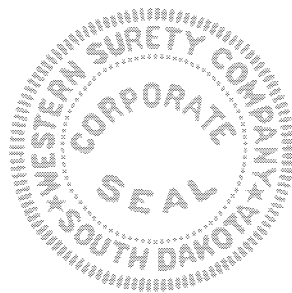
Any person or organization or the legal representative thereof, who is signatory to such judgment or written agreement, shall thereafter be able to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or the Insured's legal representative.

CANCELLATION: We may cancel the Policy for any reason not otherwise prohibited by law upon ten (10) days written notice.

This Policy may be cancelled by the Insured by notifying the Company or any of its authorized agents of the cancellation on or before the date the insured requests cancellation to be effective.

Upon cancellation by either the Insured or the Company, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective. The minimum earned premium on any Policy cancelled shall not be less than \$25.00.

Dated, signed and sealed this 4th day of November, 2024.



WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

Address claims to:
Western Surety Company
P. O. Box 5077
Sioux Falls, SD 57117-5077

