

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



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

## NOTARY PUBLIC ERRORS AND OMISSIONS POLICY

Policy No. 100122079

Premium: \$30.00

COVERAGE: MERCHANTS BONDING COMPANY (MUTUAL) ("the Company") will pay on behalf of KATHRYN L BURKE-ROSALES of ROCK CREEK, OH ("the Insured"), all sums, subject to the Limit of Liability stated below, which the Insured shall become obligated to pay by reason of liability for breach of duty while acting as a duly commissioned and sworn Notary Public, claim for which is made against the Insured by reason of any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public. The Company will also pay on behalf of the Insured, subject to the Limit of Liability stated below, costs and expenses incurred in investigating, defending or settling the Insured's liability arising from any negligent act, error or omission, committed or alleged to have been committed by the Insured, arising out of the performance of notarial service for others in the Insured's capacity as a duly commissioned and sworn Notary Public.

POLICY PERIOD: This policy applies only to negligent acts, errors or omissions which occur during the policy period and then only if claim, suit or other action arising therefrom is commenced within the applicable statute of limitations pertaining to the Insured. The Policy Period is effective on June 18, 2023 and expires on June 18, 2024.

LIMIT OF LIABILITY: The liability of the Company shall not exceed in the aggregate for all claims, costs and expenses under this policy the amount of Twenty Five Thousand Dollars ( \$25,000.00 ) Dollars.  
(NOT VALID IF FILLED IN FOR MORE THAN \$100,000)

**THIS LIMIT OF LIABILITY INCLUDES COSTS AND EXPENSES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING LIABILITY. ONCE THE LIMIT OF LIABILITY STATED ABOVE HAS BEEN PAID, WHETHER BY SETTLEMENT OF A CLAIM OR CLAIMS, OR BY PAYMENT OF COSTS AND EXPENSES, THE COMPANY IS RELIEVED OF ANY FURTHER DUTY TO DEFEND OR INDEMNIFY THE INSURED UNDER THIS POLICY.**

SETTLEMENT: The Company, in the Insured's name and behalf, shall have the exclusive right to make any settlement of any claim, suit, or other action, as the Company deems expedient.

CONDITIONS PRECEDENT: As a condition precedent to the right of indemnification or defense hereunder, the Insured shall mail or deliver to the Company within ten (10) days after notice or knowledge of a claim or possible claim against the Insured copies of any written notice thereof and a complete description of the facts and circumstances alleged to give rise to such claim. Bankruptcy or insolvency of the Insured shall not release the Company or its liability hereunder.

EXCLUSIONS: Coverage under this policy as described in the COVERAGE section of the policy above does not apply to any acts of or allegations of (i) dishonest, fraudulent, criminal, libelous, slanderous or malicious act or omission of the Insured; (ii) willful or intentional disregard of the law; (iii) bodily injury to, or sickness, disease or death of any person, including but not limited to, emotional or mental distress and related conditions; (iv) injury to or destruction of any tangible property, including the loss of use thereof; (v) fines or penalties imposed by law on the Insured; or (vi) punitive, treble, exemplary or similarly categorized damages, including fines and penalties.

CO-INSURANCE: If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the limit of liability stated in this policy bears to the limit of liability of all other insurance against such loss.

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

CANCELLATION: This policy may be cancelled by the Insured by surrender hereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. If this policy has been in effect for less than 90 days, we may cancel this policy for nonpayment of premium by giving 10 days advance written notice, or we may cancel for any other reason by giving 30 days advance written notice. If this policy has been in effect for 90 days or more, we may cancel only for one or more of the following reasons: (a) nonpayment of premium; (b) fraud or material misrepresentation on the application or in presenting a claim; (c) if the Company discovers moral hazard or willful or reckless acts by the insured that increase any hazard insured against; (d) the occurrence of a change in the individual risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent the Company reasonably should have foreseen the change or contemplated the risk in writing the contract; (e) loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage; (f) if the Commissioner determines that to continue the policy would be hazardous to policyholders or the public; (g) if the insured does not correct safety code violations, or comply with written loss control recommendations. If this policy is cancelled for reason (a) above, we will provide written notice to the Insured at least 10 days before the effective date of cancellation. If this policy is cancelled for reasons (b) through (g) above, we will provide written notice to the Insured at least 30 days before the effective date of cancellation. The reason for cancellation shall be stated on the notice.

The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. If the Insured or the Company cancels, return premium shall be computed pro rata.

NONRENEWAL: The Company may refuse to renew this policy by delivering or mailing written notice of nonrenewal to the agent of record and the Insured at least 30 days prior to the expiration date of this policy. If such notice is not timely mailed, coverage hereunder shall remain in effect until 30 days after the date the notice is mailed, unless the Insured notifies the Company in writing that the Insured accepts the nonrenewal as stated. The company will notify the Insured of the amount of premium due for any such extension of coverage past the expiration date and the Insured must pay such premium or accept the stated nonrenewal. The premium for any such extension of coverage is calculated using the rates applicable to the Insured's original coverage.

EFFECTIVE DATE: June 18, 2023 EXPIRATION DATE: June 18, 2024



MERCHANTS BONDING COMPANY (Mutual)

By Larry Taylor  
Larry Taylor, President